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No. 32] NEW DELHI, AUGUST 7—AUGUST 13, 2022, SATURDAY/SRAVANA 16—SRAVANA 22, 1944

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 1 अगस्त, 2022

का.आ. 719.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारतीय दूतावास, बगदाद में श्री मैबम सोमोरेन्द्रो सिंह, सहायक अनुभाग अधिकारी, को 20 जुलाई, 2022 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी-4330/01/2022(28)]

एस.आर.एच. फहमी, उप सचिव (कांसुलर)

MINISTRY OF EXTERNAL AFFAIRS
(CPV Division)

New Delhi, the 1st August, 2022

S.O. 719.— Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Maibam Somorendro Singh, Assistant Section Officer in the Embassy of India, Bhagdad as Assistant Consular Officer to perform Consular services with effect from July 20, 2022.

[F. No.T-4330/01/2022(28)]

S.R.H FAHMI, Dy. Secy. (Consular)

नई दिल्ली, 1 अगस्त, 2022

का.आ. 720.—राजनयिक और कंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारतीय उच्चायोग, ब्रुनेई दारुस्सलाम में श्री नितेश सिंह, कनिष्ठ सचिवालय सहायक और श्री सौंदर्य कुमार झा, वरिष्ठ सचिवालय सहायक, को 01 अगस्त, 2022से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी-4330/01/2022(29)]

एस.आर.एच. फहमी, उप सचिव (कांसुलर)

New Delhi, the 1st August, 2022

S.O. 720.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Nitesh Singh, Junior Secretariat Assistant and Shri Soundarya Kumar Jha, Senior Secretariat Assistant in the High Commission of India, Brunei Darussalam as Assistant Consular Officers to perform Consular services with effect from August 1, 2022.

[F. No.T-4330/01/2022(29)]

S.R.H FAHMI, Dy. Secy. (Consular)

नई दिल्ली, 2 अगस्त, 2022

का.आ. 721.—राजनयिक और कंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, कुवैत में श्री चंदन कुमार, कनिष्ठ सचिवालय सहायक, को 02 अगस्त, 2022से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी-4330/01/2022(30)]

एस.आर.एच. फहमी, उप सचिव (कांसुलर)

New Delhi, the 2nd August, 2022

S.O. 721.— Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Chandan Kumar, Junior Secretariat Assistant in the Embassy of India, Kuwait, as Assistant Consular Officer to perform Consular services with effect from August 2, 2022.

[F. No.T-4330/01/2022(30)]

S.R.H FAHMI, Dy. Secy. (Consular)

नई दिल्ली, 8 अगस्त, 2022

का.आ. 722.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, टोरंटो में श्री संजीव कुमार और श्री सत्य प्रकाश, सहायक अनुभाग अधिकारियों को दिनांक 08 अगस्त, 2022 से सहायक कौंसुलर अधिकारियों के रूप में कौंसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी-4330/01/2022(31)]

एस.आर.एच. फहमी, उप सचिव (कौंसुलर)

New Delhi, the 8th August, 2022

S.O. 722.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Sanjiv Kumar and Shri Satya Prakash, both Assistant Section Officers in the Consulate General of India, Toronto, as Assistant Consular Officer to perform Consular services with effect from August 8, 2022.

[F. No.T-4330/01/2022(31)]

S.R.H. FAHMI, Dy. Secy. (Consular)

कार्मिक, लोक शिकायत और पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 8 अगस्त, 2022

का.आ. 723.—केंद्र सरकार, राजभाषा [संघ के शासकीय प्रयोजनों के लिए प्रयोग] नियमावली, 1976 (यथा संशोधित 1987, 2007 और 2011) के नियम 10 के उप-नियम (4) के अनुसरण में कार्मिक और प्रशिक्षण विभाग के अधीनस्थ कार्यालय केंद्रीय अन्वेषण ब्यूरो के अधीन निम्नलिखित कार्यालयों, जिसके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी भाषा का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. भ्रष्टाचार निरोधक शाखा, पटना
2. भ्रष्टाचार निरोधक शाखा, शिमला
3. भ्रष्टाचार निरोधक शाखा, देहरादून
4. भ्रष्टाचार निरोधक शाखा, लखनऊ
5. केन्द्रीय अन्वेषण ब्यूरो अकादमी, गाजियाबाद
6. भ्रष्टाचार निरोधक शाखा, नागपुर
7. बैंकिंग सिक्योरिटी फ्रॉड शाखा, मुंबई

[फा. सं. ई.-ई 11017/1/2022-हिंदी]

रश्मि चौधरी, अपर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**(Department of Personnel and Training)**

New Delhi, the 8th August, 2022

S.O. 723.—Central Government in pursuance of Sub-Rule (4) of Rule 10 of official languages [Use for official purpose of union] Rules, 1976 (as amended in 1987, 2007 and 2011) hereby notifies the following offices under the Central Bureau of Investigation, a subordinate office of Department of Personnel and Training whose more than 80 percent staff has acquired working knowledge of Hindi language:—

1. Anti Corruption Branch, Patna
2. Anti Corruption Branch, Shimla
3. Anti Corruption Branch, Dehradun
4. Anti Corruption Branch, Lucknow
5. Central Bureau of Investigation Academy, Ghaziabad
6. Anti Corruption Branch, Nagpur
7. Banking Security Fraud Branch, Mumbai

[F. No.- E- E11017/1/2022-Hindi]

RASHMI CHOWDHARY, Addl. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 10 अगस्त, 2022

का.आ. 724.—केंद्र सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में और भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या 2543 (अ) तारीख 15 सितंबर, 2014 को अधिकांत करते हुए, केंद्र सरकार एतद्वारा श्री रमेश कुमार रोजासरा, प्रबंधक, एचपीसीएल-मिडल पाइपलाइन्स लिमिटेड को उक्त अधिनियम के तहत राजपत्र प्रकाशन की तारीख से गुजरात राज्य क्षेत्र के भीतर मुंद्रा-बठिंडा पाइपलाइन के लिए अगले आदेश तक सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है।

[फा. सं. आर-12031/2/2018-ओआर-1/ई-26406]

पी. सोमाकुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 10th August, 2022

S.O. 724.—In pursuance of Clause (a) of Section 2 of the Petroleum and Mineral Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) and in suppression of notification number 2543(E) dated the 15th September, 2014, the Central Government hereby authorizes Shri Ramesh Kumar Rojasara, Manager, HPCL-Mittal Pipelines Limited, to perform the functions of the Competent Authority for the Mundra-Bathinda Pipeline, under the said Act, within the territory of the State of Gujarat from the date of Gazette publication and until further orders.

[F. No. R- 12031/2/2018-OR-1/E-26406]

P. SOMAKUMAR, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 12 अगस्त, 2022

का.आ. 725.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, उक्त अधिसूचना में वर्णित क्षेत्र में अंतर्विष्ट ब्यौरे रेखांक संख्या सी-1(ई)/III/जेआर/0622/988, तारीख 25 जून, 2022 का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व विभाग) कोल ईस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक (खोज प्रभाग), केन्द्रीय खान योजना एवं डिजाइन संस्थान, गोंडवाना पैलेस, कांके रोड, रांची -834 001 के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या जिला कलेक्टर, जिला चन्द्रपुर (महाराष्ट्र) के कार्यालय में किया जा सकता है;

अतः अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

उक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति -

- (i) उक्त अधिनियम की धारा 4 की उपधारा (3) के अधीन की गयी किसी कार्यवाही से हुई या होने वाली संभावित किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा, अथवा
- (ii) उक्त अधिनियम की धारा (13) की उपधारा (1) के अधीन पूर्वोक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उपधारा (4) के अधीन खनन पट्टे प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चाटों और अन्य दस्तावेजों को परिदत्त कर सकेगा।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, चंद्रपुर क्षेत्र, डाकघर चंद्रपुर, तहसील चंद्रपुर, जिला चंद्रपुर (महाराष्ट्र) या महाप्रबंधक (भूमि और राजस्व), वेस्टर्न कोलफील्ड्स लिमिटेड, कोल ईस्टेट, सिविल लाईन्स, नागपुर- 440 001 (महाराष्ट्र) के कार्यालय को भेज सकेगा।

अनुसूची

भटाडी विस्तार ओपनकास्ट खान

चंद्रपुर क्षेत्र

जिला चंद्रपुर, महाराष्ट्र

(रेखांक संख्या सी-1(ई)/III/जेआर/0622/988, तारीख 25 जून, 2022)

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्यांक	तहसील	जिला	भूमि का वर्णन			कुल (हेक्टेयर में)	टिप्पणी
					निजी	सरकारी	वन		
1.	पायली भटाडी	12	चंद्रपुर	चंद्रपुर	137.90	11.52	-	149.42	भाग
2.	चिचोली	12	चंद्रपुर	चंद्रपुर	196.47	1.32	-	197.79	भाग
3.	किटाडी	12	चंद्रपुर	चंद्रपुर	38.63	3.50	-	42.13	भाग

4.	चक तिरवंजा	34	भद्रावती	चंद्रपुर	106.91	14.43	-	121.34	भाग
कुल :					479.91	30.77	-	510.68	

कुल क्षेत्र : 510.68 हेक्टर (लगभग) अथवा 1261.89 एकड़ (लगभग)

(1) ग्राम पायली भटाडी की सीमा के भीतर के प्लॉट संख्यांक :

1, 3/ए, 3/1/बी, 4/2/बी, 5,6,7/1/ए, 7/2/ए, 8/बी, 9/1, 9/2, 10/1, 10/2, 11/1, 11/2, 12, 14, 15, 16, 17, 18, 19/1, 19/2, 19/3, 20, 21, 22, 23/1/ए, 23/1/बी, 23/1/सी, 23/1/डी, 23/2,24/1, 24/2, 24/3, 25/1/ए, 25/1/बी, 25/2/ए, 25/2/बी, 25/3/ए, 23/3/बी, 26/1,26/2, 26/3, 26/4, 26/5, 26/6, 26/7, 26/8, 26/9, 27/1, 27/2, 27/3, 28/1, 28/2, 28/3,29, 30,31/1, 31/2, 32, 33, 34, 35, 36, 37/1, 37/2, 37/3, 37/4, 38/1, 38/2, 38/3, 38/4, 39/1, 39/2, 39/3, 40/1, 40/2, 40/3, 41, 42/1, 42/2,43/1, 43/2,103,104, 105,107,108, 109, 110, 111, 112/1, 112/2, 268, 269/1, 269/2, 269/3, 270, 271/1, 271/2, 271/3, 271/4, 272, 273, 274, 275, 276, 277, 278/सी और 279.

सरकारी भूमि : 2, 13, 106, नदी, नाला, सड़क, परिवर्तित प्लॉट संख्या 26, पायली गावठाण.

(2) ग्राम चिचोली की सीमा के भीतर के प्लॉट संख्यांक :

11, 12, 13/1, 13/2, 13/3, 13/4, 14/1, 14/2, 15/1, 15/2,16, 17, 18, 19, 20, 21, 22, 23, 24, 25/1, 25/2, 25/3, 26, 27, 28, 28/2, 28/3, 28/4, 29, 30, 31/1, 31/2, 32, 33, 34, 35, 36, 37, 38/1, 38/2, 38/3, 38/4, 38/5, 38/6, 39, 40/1, 40/2/ए, 40/2/बी, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65/1, 65/2, 66, 67/1, 67/2, 68, 69, 70/1, 70/2, 71/1, 71/2, 72, 73, 74, 75/1, 75/2, 76, 77, 78, 79, 80/1, 80/2, 80/3, 81/1, 81/2, 81/3, 82, 83, 84/1, 84/2, 84/3, 84/4, 84/5, 84/6, 86, 87, 88, 89/1, 89/2, 89/3, 89/4, 89/5, 90/1, 90/2, 91/1/ए, 91/1/बी, 91/1/सी, 91/2/डी, 91/2/डी/1, 90/2/डी/2, 91/2/डी/3, 92, 93 और 94.

सरकारी भूमि : नाला और सड़क।

(3) ग्राम किटाडी की सीमा के भीतर के प्लॉट संख्यांक:

15/1, 15/2, 15/3, 15/4, 16, 17/1/ए, 17/1/बी, 17/2/ए, 17/2/बी, 30/1/ए, 30/1/बी, 30/2, 31/1, 31/2, 32, 33, 35, 37/1, 37/2, 37/3, 37/4, 63/1, 63/2,64,65,66,69,70,71,72/1 और 72/2.

सरकारी भूमि : नाला, सड़क और नदी।

(4) ग्राम चक तिरवंजा की सीमा के भीतर प्लॉट संख्यांक :

141/1, 141/2, 141/3, 141/4, 141/5, 141/6, 143/1, 143/2, 143/3, 144/1, 144/2, 145/2/ए/1, 145/2/ए/2, 145/2/बी, 150/1, 150/2, 151/1, 151/2, 151/3, 151/4, 152/1/ए, 152/1/बी, 152/2, 152/4, 153/1, 153/2, 153/3, 153/4, 153/5, 154, 155, 156/1, 156/2, 157/1, 157/2, 157/3, 158, 159/1, 159/2, 160, 161/1,

161/2, 161/3, 161/4, 162/1|162/2|162/4, 162/3, 163/1, 163/2, 164/1/ए, 164/1/बी, 164/2, 164/3, 165/1, 165/2, 166/1|166/2/ए, 166/1|166/2/बी, 166/1|166/2/सी, 166/1|166/2/डी, 166/1|166/2/ई, 167/1/ए, 167/1/बी, 167/2, 167/3, 167/4, 167/5, 167/6, 168/1/ए/1/1, 168/1/ए/1/2, 168/1/ए/1/3, 168/1/ए/1/4, 168/2, 168/2, 168/3, 169/1/ए, 169/1/बी, 169/2, 170/1/ए, 170/1/बी, 170/2/ए, 170/2/बी, 171, 172/1, 172/2, 172/3, 173/1, 173/2/ए, 173/2/बी, 174, 253/1, 253/2 और 253/3.

सरकारी भूमि: 175, सड़क।

सीमा वर्णन :

- क - ख : रेखा ग्राम चिचोली में बिंदु 'क' से आरंभ होकर प्लाट संख्यांक 49, 40 और 11 की बाहरी सीमा से होते हुए बिंदु 'ख' पर मिलती है।
- ख - ग : रेखा बिंदु 'ख' से आरंभ होकर दक्षिण पश्चिम दिशा से गुजरती हुई ग्राम चिचोली के प्लाट संख्यांक 11, 12, 13, 14, 15, 23, 24 और 25 और ग्राम पायली भटाडी के प्लाट संख्यांक 5, 3, 1, 274, 272, 271 और 270 और इरई नदी के बाहरी किनारे से गुजरती हुई बिंदु 'ग' पर मिलती है।
- ग - घ : रेखा बिंदु 'ग' से आरंभ होकर इरई नदी पार करते हुए ग्राम किटाडी के प्लाट संख्यांक 37 के उत्तर पूर्व में बिंदु 'घ' पर मिलती है।
- घ - ङ : रेखा बिंदु 'घ' से आरंभ होकर ग्राम किटाडी के प्लाट संख्यांक 37 की बाह्य सीमा से गुजरती हुई बिंदु 'ङ' पर मिलती है।
- ङ - च : रेखा बिंदु 'ङ' से आरंभ होकर दक्षिण दिशा में गुजरती हुई ग्राम किटाडी के प्लाट संख्यांक 37 की बाहरी सीमा से होते हुए बिंदु 'च' पर मिलती है।
- च - छ : रेखा बिंदु 'च' से आरंभ होकर ग्राम किटाडी के प्लाट संख्यांक 35 की बाहरी सीमा से होते हुए बिंदु 'छ' पर मिलती है।
- छ - ज : रेखा बिंदु 'छ' से आरंभ ग्राम किटाडी के प्लाट संख्यांक 35 और 33 की बाहरी सीमा से होते हुए बिंदु 'ज' पर मिलती है।
- ज - झ : रेखा बिंदु 'ज' से आरंभ होकर ग्राम किटाडी के प्लाट संख्यांक 63 की बाहरी सीमा से होते हुए बिंदु 'झ' पर मिलती है।
- झ - ञ : रेखा बिंदु 'झ' से आरंभ होकर दक्षिण दिशा से गुजरती हुई ग्राम किटाडी के प्लाट संख्यांक 63, 64, 66, 69, 72, 17, 15 और 16 के बाहरी सीमा से होते हुए बिंदु 'ञ' पर मिलती है।
- ञ - ट : रेखा बिंदु 'ञ' से आरंभ होकर पश्चिम दिशा से गुजरती हुए ग्राम किटाडी के प्लाट संख्यांक 16 और 15 की बाहरी सीमा से होते हुए बिंदु 'ट' पर मिलती है।
- ट - ठ : रेखा बिंदु 'ट' से आरंभ होकर उत्तर दिशा से गुजरती हुई ग्राम किटाडी के प्लाट संख्यांक 15 और 17 की बाहरी सीमा से होते हुए बिंदु 'ठ' पर मिलती है।
- ठ - ड : रेखा बिंदु 'ठ' से आरंभ होकर पश्चिम दिशा से गुजरती हुई ग्राम किटाडी के प्लाट संख्यांक 30 की बाहरी सीमा से होते हुए बिंदु 'ड' पर मिलती है।
- ड - ढ : रेखा बिंदु 'ड' से आरंभ होकर उत्तर दिशा से गुजरती हुई ग्राम किटाडी के प्लाट संख्यांक 30, 31, 32, 33 और 35 की बाहरी सीमा होते हुए बिंदु 'ढ' पर मिलती है।

- ढ - ण : रेखा बिंदु 'ढ' से आरंभ होकर पश्चिम दिशा से गुजरती हुई ग्राम किटाडी के प्लॉट संख्यांक 37 के बाह्य सीमा से और इरई नदी पार करते हुये ग्राम पायली भटाडी के प्लॉट संख्यांक 269 और 268 तथा रास्ता पार करके प्लॉट संख्यांक 112 की बाहरी सीमा से होते हुए बिंदु 'ण' पर मिलती है।
- ण - त : रेखा बिंदु 'ण' से आरंभ होकर उत्तर दिशा होते हुए ग्राम पायली भटाडी के प्लॉट संख्यांक 122, 110 और 109, सड़क पार करते हुए 103, 105, 42 और 43 की बाह्य सीमा से होते हुए बिंदु 'त' पर मिलती है।
- त - थ : रेखा बिंदु 'त' से आरंभ होकर पश्चिम दिशा से गुजरती हुई ग्राम पायली भटाडी के प्लॉट संख्यांक 40, 38, 37, 36, 31, 30 और 27 की बाह्य सीमा से होते हुए बिंदु 'थ' पर मिलती है।
- थ - द : रेखा बिंदु 'थ' से आरंभ होकर पूर्व से पश्चिम से गुजरती हुई ग्राम पायली भटाडी के प्लॉट संख्यांक 27 की बाहरी सीमा से गुजरते हुई ग्राम चक तिरवंगा के प्लॉट संख्यांक 253, 143, 141, 145, 175, 174, 170, 169 और 150 के बाहरी सीमा होते हुई बिंदु 'द' पर मिलती है।
- द - ध : रेखा बिंदु 'द' से होकर ग्राम चक तिरवंगा के प्लॉट संख्यांक 150, 151 और 152 की बाहरी सीमा से होते हुए बिंदु 'ध' पर मिलती है।
- ध - न : रेखा बिंदु 'ध' से आरंभ होकर उत्तर दिशा के तरफ होते हुए ग्राम चक तिरवंगा के प्लॉट संख्यांक 152 और 162 की बाहरी सीमा से होते हुए बिंदु 'न' पर मिलती है।
- न - प : रेखा बिंदु 'न' से आरंभ होकर पूर्व दिशा से गुजरते हुए ग्राम चक तिरवंगा के प्लॉट संख्यांक 162, 163, 166, 167 और 172 की बाहरी सीमा से होते हुए बिंदु 'प' पर मिलती है।
- प - फ : रेखा बिंदु 'प' से आरंभ होकर ग्राम चिचोली के प्लॉट संख्यांक 91, 92, 93, 94, 86 और 88 की बाहरी सीमा से होते हुए बिंदु 'फ' पर मिलती है।
- फ - क : रेखा बिंदु 'फ' से आरंभ होकर दक्षिण से उत्तर दिशा होते हुए ग्राम चिचोली के प्लॉट संख्यांक 84, 51, 38, 50 और 49 के बाहरी सीमा से होते हुए बिंदु 'क' पर मिलती है।

[फा. सं. 43015/08/2022-एल एंड आईआर]

राम शिरोमणि सरोज, निदेशक

MINISTRY OF COAL

New Delhi, the 12th August, 2022

S.O. 725.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing number C-I(E)/III/JR/0622/988, dated the 25th June, 2022, containing details of the area of land described in the said Schedule may be inspected at the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur- 440 001 (Maharashtra) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Palace, Kanke Road, Ranchi - 834 001 or at the office of the Coal Controller, 1, Council House Street, Kolkata - 700 001 or at the office of the District Collector, District Chandrapur (Maharashtra);

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from land described in the said Schedule ;

Any persons interested in the land described in the said Schedules may -

- 1) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 of the said Act ; or
- 2) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the Office of the Area General Manager, Western Coalfields Limited, Chandrapur area, Post Chandrapur, Tahsil Chandrapur, District Chandrapur (Maharashtra) or General Manager (Land and Revenue), Western Coalfields Limited, Land and Revenue Department, Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Bhatadi Expansion Opencast Mine

Chandrapur Area

District Chandrapur (Maharashtra)

[Plan bearing number C-I(E)/III/JR/0622/988, dated the 25th June, 2022]

Sr. No.	Name of Village	Patwari Circle number	Tahsil	District	Description of land			Total (in hectares)	Remarks
					Tenancy	Government	Forest		
1.	Paili Bhatadi	12	Chandrapur	Chandrapur	137.90	11.52	-	149.42	Part
2.	Chicholi	12	Chandrapur	Chandrapur	196.47	1.32	-	197.79	Part
3.	Kitadi	12	Chandrapur	Chandrapur	38.63	3.50	-	42.13	Part
4.	Chack Tirwanja	34	Bhadrawati	Chandrapur	106.91	14.43	-	121.34	Part
Total :					479.91	30.77	-	510.68	

Total Area : 510.68 hectares (approximately) or 1261.89 acres (approximately).

(1) Plot numbers within boundary in village Paili Bhatadi :

1, 3/A, 3/1/B, 4/2/B, 5, 6, 7/1/A, 7/2/A, 8/B, 9/1, 9/2, 10/1, 10/2, 11/1, 11/2, 12, 14, 15, 16, 17, 18, 19/1, 19/2, 19/3, 20, 21, 22, 23/1/A, 23/1/B, 23/1/C, 23/1/D, 23/2, 24/1, 24/2, 24/3, 25/1/A, 25/1/B, 25/2/A, 25/2/B, 25/3/A, 25/3/B, 26/1, 26/2, 26/3, 26/4, 26/5, 26/6, 26/7, 26/8, 26/9, 27/1, 27/2, 27/3, 28/1, 28/2, 28/3, 29, 30, 31/1, 31/2, 32, 33, 34, 35, 36, 37/1, 37/2, 37/3, 37/4, 38/1, 38/2, 38/3, 38/4, 39/1, 39/2, 39/3, 40/1, 40/2, 40/3, 41, 42/1, 42/2, 43/1, 43/2, 103, 104, 105, 107, 108, 109, 110, 111, 112/1, 112/2, 268, 269/1, 269/2, 269/3, 270, 271/1, 271/2, 271/3, 271/4, 272, 273, 274, 275, 276, 277, 278/C and 279.

Government land : 2, 13, 106, River, Nallah, Road, diverted plot number 26, Paili Gaathan.

(2) Plot numbers within boundary in village Chicholi :

11, 12, 13/1, 13/2, 13/3, 13/4, 14/1, 14/2, 15/1, 15/2, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25/1, 25/2, 25/3, 26, 27, 28, 28/2, 28/3, 28/4, 29, 30, 31/1, 31/2, 32, 33, 34, 35, 36, 37, 38/1, 38/2, 38/3, 38/4, 38/5, 38/6, 39, 40/1, 40/2/A, 40/2/B, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65/1, 65/2, 66, 67/1, 67/2, 68, 69, 70/1, 70/2, 71/1, 71/2, 72, 73, 74, 75/1, 75/2, 76, 77, 78, 79, 80/1, 80/2, 80/3, 81/1, 81/2, 81/3, 82, 83, 84/1, 84/2, 84/3, 84/4, 84/5, 84/6, 86, 87, 88, 89/1, 89/2, 89/3, 89/4, 89/5, 90/1, 90/2, 91/1/A, 91/1/B, 91/1/C, 91/2/D, 91/2/D/1, 90/2/D/2, 91/2/D/3, 92, 93 and 94.

Government land : Nallah and Road.

(3) Plot numbers within boundary in village Kitadi :

15/1, 15/2, 15/3, 15/4, 16, 17/1/A, 17/1/B, 17/2/A, 17/2/B, 30/1/A, 30/1/B, 30/2, 31/1, 31/2, 32, 33, 35, 37/1, 37/2, 37/3, 37/4, 63/1, 63/2, 64, 65, 66, 69, 70, 71, 72/1 and 72/2.

Government land: Nallah, Road and River.

(4) Plot numbers within boundary in village Chack Tirwanja :

141/1, 141/2, 141/3, 141/4, 141/5, 141/6, 143/1, 143/2, 143/3, 144/1, 144/2, 145/2/A/1, 145/2/A/2, 145/2/B, 150/1, 150/2, 151/1, 151/2, 151/3, 151/4, 152/1/A, 152/1/B, 152/2, 152/4, 153/1, 153/2, 153/3, 153/4, 153/5, 154, 155, 156/1, 156/2, 157/1, 157/2, 157/3, 158, 159/1, 159/2, 160, 161/1, 161/2, 161/3, 161/4, 162/1|162/2|162/4, 162/3, 163/1, 163/2, 164/1/A, 164/1/B, 164/2, 164/3, 165/1, 165/2, 166/1|166/2/A, 166/1|166/2/B, 166/1|166/2/C, 166/1|166/2/D, 166/1|166/2/E, 167/1/A, 167/1/B, 167/2, 167/3, 167/4, 167/5, 167/6, 168/1/A/1/1, 168/1/A/1/2, 168/1/A/1/3, 168/1/A/1/4, 168/2, 168/3, 169/1/A, 169/1/B, 169/2, 170/1/A, 170/1/B, 170/2/A, 170/2/B, 171, 172/1, 172/2, 172/3, 173/1, 173/2/A, 173/2/B, 174, 253/1, 253/2 and 253/3.

Government land : 175, Road.

Boundary description:

- A - B : Line starts from point 'A' in village Chicholi and passes through outer boundary of plot numbers 49 , 40 and 11 and meets at point 'B'.
- B - C : Line starts from point 'B' passes in south west direction along the outer boundary of Plot numbers 11 ,12, 13, 14, 15, 23, 24 and 25 in village Chicholi and passes along the outer boundary of plot numbers 5, 3, 1, 274, 272, 271 and 270 of village Paili Bhatadi along the Erai River and meets at point 'C'.
- C - D : Line starts from point 'C' crosses Erai River and meets at point 'D' on north- east corner of plot number 37 of village Kitadi.
- D - E : Line starts from point 'D' passes along the outer boundary of plot number 37 of village Kitadi and meets at point 'E.'
- E - F : Line starts from point 'E' and moves south direction along the outer boundary of plot number 37 of village Kitadi and meets at point 'F'.
- F - G : Line starts from point 'F' passes along the outer boundary of plot number 35 of village Kitadi and meets at point 'G' .
- G - H : Line starts from point 'G' passes along the outer boundary of plot numbers 35 and 33 of village Kitadi and meets at point 'H'.
- H - I : Line starts from point 'H' and moves along the outer boundary of plot number 63 of village Kitadi and meets at point 'I'.
- I - J : Line starts from point 'I' passes in south direction along the outer boundary of plot numbers 63, 64, 66, 69, 72, 17, 15 and 16 of village Kitadi and meets at point 'J'.
- J - K : Line starts from point 'J' passes in west direction along the outer boundary of plot numbers 16 and 15 of village Kitadi and meets at point 'K'.
- K - L : Line starts from point 'K' passes in north along the outer boundary of plot numbers 15 and 17 of village Kitadi and meets at point 'L'.
- L -M : Line starts from point 'L' passes in west direction, along the outer boundary of plot number 30 of village Kitadi and meets at point 'M'.
- M -N : Line starts from point 'M' passes in north direction along the outer boundary of plot numbers 30, 31, 32, 33 and 35 of village Kitadi meets at point 'N'.
- N - O : Line starts from point 'N' passes in west direction along the outer boundary of plot number 37 of village Kitadi and crosses Erai River and also passes along the outer boundary of plot numbers 269 and 268 and cross the road, plot number 112 of village Paili Bhatadi and meets at point 'O'.
- O - P : Line starts from point 'O' passes in north direction along the outer boundary of plot numbers 112, 110 and 109 and cross the road, plot numbers 103, 105, 42 and 43 and of village Paili Bhatadi and meets at point 'P' .
- P - Q : Line starts from point 'P' passes in west direction along the outer boundary of plot numbers 40, 38, 37, 36, 31, 30 and 27 of village Paili Bhatadi and meets at point 'Q'.
- Q - R : Line starts from point 'Q' east to west ward along the outer boundary of plot number 27 of village Paili Bhatadi and outer boundary of plot numbers 253, 143, 141, 145, 175, 174, 170, 169 and 150 of village Chack Tirwanja and meets at point 'R' .
- R - S : Line starts from point 'R' and passes along the outer boundary of plot numbers 150, 151 and 152 of village Chack Tirwanja and meets at point 'S'.
- S - T : Line starts from point 'S' passes in north direction along the outer boundary of plot numbers 152 and 162 of village Chack Tirwanja and meets at point 'T'.
- T - U : Line starts from point 'T' passes in east direction along the outer boundary of plot numbers 162, 163, 166, 167 and 172 of village Chack Tirwanja and meets at point 'U'.
- U - V : Line starts from point 'U' passes along the outer boundary of plot numbers 91, 92, 93, 94, 86 and 88 of village Chicholi and meets at point 'V'.
- V - A : Line starts from point 'V' south to north along the outer boundary of plots numbers 84, 51, 38, 50 and 49 of village Chicholi and meets at point 'A'.

[F. No. 43015/08/2022-LA&IR]

RAM SHIROMANI SAROJ, Director

श्रम और रोजगार मंत्रालय

नई दिल्ली, 25 जुलाई, 2022

का.आ. 726.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महानिदेशक, इन्फैंट्री / इन्फ -6 (कार्मिक), रक्षा मंत्रालय (सेना) का जनरल स्टाफ शाखा/शाका-I मुख्यालय सेना भवन, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्रीमती रीना, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट (संदर्भ संख्या 54/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/118/2020- आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 25th July 2022

S.O. 726.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/2021) of the Central Government Industrial Tribunal cum Labour Court – I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director General of Infantry / Inf-6(Pers), General Staff Branch/Shaka-I HQ of MOD(Army), Sena Bhawan, New Delhi and Smt. Reena, worker, which was received along with soft copy of the award by the Central Government on 14.07.2022.

[No. L-42011/118/2020- IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT-I, NEW DELHI****Present:** Smt. Parnita Mohanty**ID.NO. 54/2021**

Smt. Reena W/o Late. Sh. Mahesh
Through Lok Mazdoor Sangathan A-625-626,
3rd Floor Choukhandi Tilak Nagar,
New Delhi-110018.

... Workman

Versus

The Director General of Infantry/Inf-6(Pers)
General Staff Branch/Shaka-I HQ of MOD(Army)
Sena Bhawan, New Delhi-110011

... Management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/118/2020-IR-(DU) dated 06/11/2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the Sh. Ashish Kumar S/o Late Sh. Mahesh as raised by Smt. Reena W/o Late Sh. Mahesh through Lok Mazdoor Sangathan is entitled to employment on compassionate grounds? If yes, to what relief is he entitled and what directions are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that

the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 04.07.2022.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 27 जुलाई, 2022

का.आ. 727.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधीक्षण पुरातत्वविद्, भारतीय पुरातत्व सर्वेक्षण, आगरा (यूपी),; महानिदेशक, भारतीय पुरातत्व सर्वेक्षण, जनपथ, नई दिल्ली (यूपी), के प्रबंधन के संबद्ध नियोजकों और श्री राजपाल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर पंचाट (संदर्भ संख्या 11 of 2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.07.2022 को प्राप्त हुआ था।

[सं. एल-42012/02/2016-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th July, 2022

S.O. 227.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11 of 2016) of the Central Government Industrial Tribunal cum Labour Court – Kanpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Superintending Archeologist, Archeological Survey of India, Agra (U.P.); The Director General, Archeological Survey of India, Janpath, New Delhi and Shri Rajpal, worker which was received along with soft copy of the award by the Central Government on 26.07.2022.

[No. L-42012/02/2016-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT KANPUR

PRESENT : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 11 of 2016

L-42012/02/2016-IR(DU) dated 15.02.2016

BETWEEN :

Shri Rajpal S/o Shri Khoobi Ram,
Vill-Murenda, Po-Arsena,
AGRA(U.P.)-282007

AND

1. The Superintending Archeologist
Archeological Survey of India,
Agra Circle, 22, Mall Road,
AGRA (U.P.)-282001

2. The Director General,
Archeological Survey of India,
Janpath, New Delhi-110011

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India in letter no. L-42012/02/2016-IR(DU) dated 15.02.2016.

SCHEDULE

“Whether the action of the management of Archaeological Survey of India, Agra in terminating services of Shri Rajpal S/o Shri Khoobi Ram workman with effect from 01.04.2013 is just fair & legal ? If not, to what relief the workman concerned is entitled to? ”

On receipt of notification notice was issued to the parties on 15th March, 2016. In response to the notice the AR of the worker filed the claim statement on 22.04.2016. Later on 24.10.2016 AR of the management filed a written statement. On 07.12.2017 A.R of the worker filed rejoinder. From thereon the case was fixed for filing of the documents of the worker. On perusal of the record it is found that the worker failed to make his presence before this Tribunal and did not file the documents.

On 05.04.2022, during the pendency of the dispute A.R of the worker filed a memo declining his interest to pursue the dispute. The worker failed to communicate with the A.R despite his several attempts. This clearly manifests reluctance and lack of interest of the workman to pursue the case. Pleadings of the workman are not to be read as substantive evidence.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Let a soft copy be sent to the Ministry and two hard copies of the same will follow in due course of time.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2022

का.आ. 728.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दि फर्टिलाइजर्स एंड केमिकल्स त्रावणकोर लिमिटेड, उद्योगमंडल, एर्नाकुलम के प्रबंधन के संबंध में नियोजकों और श्री पी. के. राजन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम पंचाट (संदर्भ संख्या 31/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.07.2022 को प्राप्त हुआ था।

[सं. एल-42012/114/2015-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th July, 2022

S.O. 728.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2015) of the Central Government Industrial Tribunal cum Labour Court - Cum-Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, FACT Limited, Udyogamandal Ernakulam and Shri P. K. Rajan, Worker, which was received along with soft copy of the award by the Central Government on 1 Shri.P. K. Rajan 8.07.2022.

[No. L-42012/114/2015-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM- LABOUR COURT,
ERNAKULAM**

Present: Shri. V. Vijaya Kumar, B. Sc, LLM, Presiding Officer
(Monday the 4th day of July 2022, 13 Asadha 1944)

ID No. 31/2015

Workman : Sri. P. K. Rajan
Pattuparambil
Elamkunnappuzha P.O.
Ernakulam - 652503

By Adv. K. Balachandran

Management : The General Manager,
FACT Limited
Udyogamandal
Ernakulam - 683501

By M/s.B. S. Krishnan Associates

This case coming up for final hearing on 22.06.2022 and this Industrial Tribunal-cum-Labour Court on 04.07.2022 passed the following:

AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-42012/114/2015-IR(DU) dated 15.07.2015 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“Whether the action of the Management of FACT terminating the services of Sri.P. K. Rajan without following the legal procedure is justified ? If not, to what relief they are entitled ?”

3. According to the claim statement, the workman entered the services of the Management company in the year 1981 as Helper. He was later elevated as Operator Grade II. In the year 1993, he had some mental illness due to the pressure. He had to undergo medical treatment. The workman informed the Management the above position. Medical certificate was also made available. He met with an accident on the way to the Management company. The accident aggravated his mental illness. The workman could not attend the duty for some time. The absence of the workman from service was not purposeful. He had no intention to abandon the service of the Management. He did not come across the order removing him from the rolls of the company treating him having been voluntarily abandoned from service. The workman was removed from service without following any legal procedure. Once the workman realized that he lost his job, he approached the Management officials explaining the reality. He also informed that he is perfectly fit and mentally sound. The workman was not given any opportunity by the Management company to explain his position before removing from service. No domestic enquiry was conducted. No charges proved against him. There was a clear violation of principles of natural justice. He is not even paid retrenchment compensation, gratuity etc. The workman applied under Voluntary Retirement Scheme/Golden Shake Hand Scheme in the year 1993. This application was not properly considered. However he was removed from the rolls of the company. Disabled persons in service are entitled to certain rights and protection under Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act. After patiently waiting for some time and hoping for a change in attitude of the Management, the workman moved the Regional Labour Commissioner. The conciliation proceedings failed as the Management took an adamant position. The Management had violated legal provisions and also committed unfair labour practice. Since the workman has crossed the retirement age i.e., 58 years, the Management may be directed to pay the workman the entire arrears of wages and other monetary benefits as if he had continued in the service till the age of superannuation with all consequential benefits.

4. The Management filed written statement denying the above allegations. The workman was removed from the rolls of the Management company in the year 1993 treating as he has voluntarily abandoned the service of the Management. The present dispute is raised after a period of 20 years. There is inordinate and unexplained delay in raising the above dispute and the claim is stale and the reference is unsustainable.

5. The workman joined the services of the Management company as helper on 03.04.1981. He was promoted as Operator Grade II on 13.09.1988. He was in the habit of absents unauthorizedly. There were 11 incidents of unauthorized absence between 10.05.1986 and 22.05.1993. In May 1986, action was initiated against the workman

for 36 ½ days of unauthorized absence in 1985. The action initiated against him was dropped considering it has a first instance. On 18.04.1987 Absent Notice was issued to the workman. On 04.05.1987 the workman was warned for 48 days unauthorized absence during 1986. On 15.06.1987 Absent Notice was issued to the workman. On 15.04.1988 action was initiated for 44 days unauthorized absence. However the proceedings were dropped taking a lenient view. On 16.03.1989 he was awarded 3 days suspension for 89 days loss of pay in 1988. On 16.03.1989, 26.02.1993 and 18.03.1993 Absent Notice was issued to the workman. On 31.03.1993 action was initiated for 54 days unauthorized absence in 1992. On 22.05.1993 Absent Notice was issued to the workman. On 31.03.1993 the workman was issued a charge sheet for unauthorized absence. A domestic enquiry was conducted and in the Enquiry Report dt.23.06.1993, the Enquiry Officer returned a finding of guilt against the workman. In the written statement filed before the Enquiry Officer, the workman stated that he was suffering from Bronchial Asthma as the reason for absence. Subsequently the workman has been absenting from duty from 29.05.1993 onwards. Management issued notices to the workman on 05.06.1993, 30.06.1993 and 06.07.1993 directing him to report back to duty and explain his unauthorized absence. He was also directed to submit medical certificate and proper leave application vide letter dt.23.07.1993. He was also directed to report for duty before 30.07.1993 failing which action would be taken under the Certified Standing Orders. The workman vide his letter dt.30.07.1993 stated that he met with an accident. The Management vide letter dt.11.07.1993 asked the workman to produce relevant medical certificate and report for duty before 20.08.1993. The workman requested for time till 23.08.1993 to submit medical certificate. The workman neither produced the medical certificate nor reported for duty on 23.08.1993 or any time thereafter. The Management issued a notice on 25.08.1993 directing him to report for duty before 01.09.1993 and also informed to him that in the event of failure to report for duty, it would be deemed that he had abandoned services voluntarily. The workman received the notice but there was no response from his side. Thereafter the Management issued another notice on 22.09.1993 informing that in case he fails to report for duty before 01.10.1993, it would be taken that he had abandoned the service voluntarily. There was no response from the workman. The Management thereafter vide order dt.27.10.1993 removed his name from the rolls taking as voluntarily abandoned of the service of the company in accordance with Clause 16(c) of Certified Standing Orders of the company. The order was communicated to the workman. Even after receipt of the order, the workman did not make any representation to the Management. The present dispute is raised after a period of 20 years. As per rules had he continued in service, he would have reached the age of superannuation in February 2013. The prolonged unauthorized absence despite specific directions and notices to report for duty shows that the workman was not interested in continuing the service of the Management and he had voluntarily abandoned his work. The claim of the workman that he was terminated from service without following procedure is not correct. The workman was served with number of notices asking him to report for duty. He did not report for duty. He never produced any medical certificate as required by the Management. For unauthorized absence in 1992, he was charge sheeted on 31.03.1993. The departmental enquiry that followed found the workman guilty of the charges levelled against him. On 10.11.1992, based on the request of the workman, an NOC and verification certificate was issued for acquiring a passport. In his request for NOC dt.15.10.1992, he has specifically stated that he wished to go aboard seeking employment. The workman or his family members never produced any proper medical certificate inspite of issuing notice to the workman on that ground. It is learned that there was an incident in which the medical certificate of the workman was denied by the issuing Doctor and the Doctor proposed action against the workman for producing the medical certificate. The workman did not represent his case before the Management even after the receipt of the order of the Management removing him from service treating his service as voluntarily abandoned. He raised this dispute after a period of more than 20 years from the order of the Management. The workman raised this dispute after 20 long years as an afterthought and as an experimental measure without any bonafides. As per Clause 16(c) of the Certified Standing Orders, if a workman absents without leave or remains absent beyond the period of leave originally granted or subsequently extended, he shall lose his lien on his appointment unless he returns or applies for leave within 3 days of such absence and explains to the satisfaction of the Management or other Officers empowered in this respect, his reasons for absenting without leave. He never approached any official of the Management regarding his unauthorized absence and he waited for 20 years to raise this dispute. The workman never brought to the notice of the Management regarding any mental illness or produced any certificate to substantiate the same. It is true that the workman had applied for Voluntary Retirement in 1993. But the request was not accepted as there was no surplus in the category of Operator Grade II. The workman was removed from service in the year 1993. Persons With Disability Act was enacted in the year 1995. Therefore the workman cannot claim any protection under the said Act. All the amounts of workman were settled in full and the gratuity amount was also paid. The workman raised a dispute before the Controlling Authority and the same is pending. The workman was removed from the service of the Management in accordance with provisions of Certified Standing Orders. The wife of the workman has made a representation for employment treating as his dependent after the removal of workman from service. Even at that point of time the workman has not given any representation to the Management. The workman must be put to strict proof regarding the claim of mental illness justifying the delay of 20 years. The workman was removed from service vide order dt.27.10.1993. The workman approached the Assistant Labour Commissioner on 22.03.2013 after completion of 58 years of age i.e., after the age of superannuation. This is not a case of termination under the Certified Standing Orders on an absence without or beyond the period of sanctioned leave by only issuing a notice calling upon the employee to report for duty and on failure to report, the orders of removal from service was issued. There were a number of notices issued by the

Management. The 1st correspondence started in 05.06.1993 and the workman was removed from service only on 27.10.1993 after a period of 5 months and after 5 notices. The removal from service was in accordance with provisions of Certified Standing Orders of the Management company. Therefore there was no discrimination, victimization or commitment of any unfair labour practice as alleged by the workman.

6. During the pendency of these proceedings the learned Counsel for the Management filed M.P. no.2/2018 seeking the approval of this Court for the approval of the dismissal of Sri.C. T. Wilson, Work Assistant, Product Handling Department in the Management company in view of the pendency of this industrial dispute. In response to the summons issued to Sri.C. T. Wilson, his wife Smt.Diana Wilson vide her letter dt.14.03.2019 informed that the whereabouts of Sri.C. T. Wilson is not known from June 2009. At the conclusion of the proceedings in the present industrial dispute, the learned Counsel for the Management submitted that he may be permitted to segregate the Miscellaneous Petition from the present industrial dispute and file a separate independent Miscellaneous Petition, in case it is required. Hence M.P. no.2/2018 is not taken up for consideration along with this industrial dispute.

7. On completion of pleadings the workman examined himself as WW1 and marked Exbts.W1 to W4 and M1 to M23 through him. The Management examined MW1 and marked Exbts.M24 to M28 through the witness.

8. The issues to be decided in this industrial dispute are;

1. Whether the industrial dispute is maintainable ?

2. Whether the Management is justified in terminating the service of the workman without following the legal procedure?

3. Relief and cost ?

9. Issue No. 1

The learned Counsel for the Management pointed out that the workman in this dispute will not come within the definition of workman as per Sec 2(s) of the Industrial Disputes Act and therefore the industrial dispute is not maintainable. According to him the date of birth of the workman is 16.02.1955 as per Exbt.M1, application of the workman for employment. The workman ought to have attained the age of superannuation on 16.02.2013 had he continued in the service of the Management company. As per Exbt.M28, the notice issued by the Assistant Labour Commissioner (Central), the workman raised the industrial dispute vide his representation dt.22.03.2013. Hence the workman ought to have retired from the service of the Management company on 16.02.2013 and after the retirement, an employee cannot be treated as a workman as per 2(s) of the ID Act. As per Sec 2(s)

“Workman means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person -

(i)

(ii) ...

(iii) ...

(iv) ...

It can be seen that the above definition falls in 3 parts. The 1st part of the definition gives the statutory meaning of the workman. The 2nd part deals with persons who has been discharged or retrenched in connection with an industrial dispute or whose dismissal, discharge or retrenchment has led to an industrial dispute. The 3rd part specifically excludes certain categories of employees such as those who are employed as per Air Force Act, Police service etc. From part 2 of the above definition it is clear that when the services of an employee is terminated he will continue to be a workman even after his age of retirement. In the normal course, otherwise a retired workman will not come within the definition of employee as held by the Division Bench of the Hon'ble High Court of Kerala in **Everestee Vs District Labour Officer**, 1999 2 LLJ 147. In this particular case since the dispute involved is with regard to the termination of the workman from the service of the Management company, it is not possible to conclude that the workman ceased to be a workman under the Act since he crossed the age of superannuation when he raised the industrial dispute on 22.03.2013.

10. Another preliminary issue raised by the learned Counsel for the Management is with regard to the delay in raising the industrial dispute. According to him, the workman was removed from the rolls of the Management company w.e.f. 02.10.1993 vide Exbt.M21 order dt.25/27.10.1993. The order was communicated to the workman and the same was acknowledged by him on 02.11.1993 as per Exbt.M20. He was also issued 5 notices prior to issuing Exbt.M21 order. He failed to respond to any of the notices or Exbt.M21 order. According to the learned

Counsel for the Management, the industrial dispute is raised by the workman vide his representation dt. 22.03.2013 before the Assistant Labour Commissioner (C), after a delay of 20 years. According to him the reference is liable to the rejected on the threshold itself solely on the ground of delay.

11. According to the workman he was undergoing some treatment for mental illness and he came to know about the Exbt.M21 order only after he became normal in 2013 and thereafter he raised the industrial dispute. However the workman failed to produce any documents to substantiate his claim that the workman had some mental illness for which he had undergone treatment for almost 20 years. Further it is seen from the documents in his earlier representation, that he had met with some accident and in another representation he has pointed out that he was having Bronchial Asthma. Nowhere prior to raising this industrial dispute he claimed to have undergone any treatment for mental illness. As per Sec 10 of the ID Act, there is no limitation in filing a claim. However there are conflicting decisions by various High Courts whether a reference shall be thrown out on the ground of delay. In **North West Karnataka Road Transport Corporation Vs Abdul Salam**, 2002 2 LLJ 297(Kant) the Hon'ble High Court of Karnataka held that a reference can be treated as a stale and dead when there was an unexplained delay of 8 years by the workman in raising the dispute. In **Karan Singh Vs Executive Engineer, Haryana State Marketing Board**, 2008 1 LLJ 289(SC) the Hon'ble Supreme Court held that when a dispute was raised in 2000 in respect of termination effected in 1994, even in the absence of explanation for the delay, the lower Court cannot invalidate the reference. Considering the above legal position, it is better that the relief if any, to the workman is moulded taking into account the delay in raising the industrial dispute.

Hence the preliminary objections raised by the Management is decided against the Management and in favour of the workman.

12. Issue No. 2 & 3

The workman joined the service of the Management company as Helper on 03.04.1981. According to the learned Counsel for the Management, the workman used to unauthorisedly absent from his duties starting from 1986. The learned Counsel for the Management relied on Exbts.M2 to Exbt.M10 and Exbt.M24 to prove that the workman was regularly irregular in attending his work. It is interesting to know that all the above exhibits are marked through the workman WW1 and he admitted to the same. As per Exbt.M10, a domestic enquiry was conducted and as per Exbt.M24 dt.23.06.1993 the charges against the workman regarding unauthorized absence was established. The workman again remained unauthorisedly absent from 29.05.1993 onwards. The Management issued Exbt.M11 dt.05.06.1993, Exbt.M12 dt.30.06.1993 and Exbt. M13 dt.06.07.1993 directing the workman to report back for duty and explain his unauthorized absence. Later the Management vide Exbt. M14 letter dt.23.07.1993 directed the workman to submit medical certificate and proper leave application with a direction to report for duty before 30.07.1993. The workman was also informed that in case he failed to report for duty, action as contemplated under Certified Standing Orders would be initiated. The Management vide Exbt.M15 dt.11.07.1993 informed the workman that his wife produced a medical certificate from Dr. M. Chandrasekharan Nair stating that the workman was undergoing treatment for depression from 26.06.1993 and that he will have to produce medical certificate from the Company Doctor. The workman again informed the Management that he met with an accident on 30.07.1993. The workman was therefore directed to report for duty before 20.08.1993 along with proper medical certificate from Company Medical Officer and leave application, failing which action will be taken against the workman under the relevant provisions of the Certified Standing Orders. On 20.08.1993 the workman vide Exbt.M16 informed the Management that he may be given time till 23.08.1993 to produce the medical certificate as the Doctor who treated him for the accident has gone to Trivandrum. The workman on the same day ie., 20.08.1993 as per Exbt.M17 informed the Management that the medical certificate produced by his family is not correct and Dr.M. Chandrasekharan Nair never examined him. He also informed the Management vide Exbt.M17 that he is taking action against the Doctor for having issued a wrong certificate. In spite of all the above correspondence, the workman failed to report for duty or produce medical certificate as directed by the Management. The Management thereafter issued Exbt.M18 dt. 25.08.1993 directing the workman to report for duty before 01.09.1993. It was also informed that in the event of failure to report for duty, it would be deemed that he had abandoned the service voluntarily. The workman acknowledged the notice, however he failed to report for duty. The Management vide Exbt.M19 issued another registered notice dt. 22.09.1993 informing that in case the workman fails to report for duty on or before 01.10.1993, it would be taken that he had abandoned service voluntarily as contemplated in Clause 16(c) of the Certified Standing Orders of the company. The workman received the notice but did not report for duty even on 01.10.1993. The Management therefore issued Exbt.M21 order dt.27.10.1993 removing the workman from the rolls of the Management treating as voluntarily abandonment of company service in accordance with Clause 16(c) of the Certified Standing Orders. The order was received by the workman vide Exbt.M20 acknowledgement card from the Postal Department. It is seen that the signature in Exbt.M20 is same as that of the workman in Exbt.M16, M17 and M23 letters issued by the workman to the Management. The workman also admitted having received the Exbt.M21 order during his cross examination in the box. Even after receipt of the order the workman failed to raise any dispute. The present industrial dispute is raised by the workman after 20 years.

13. As per Clause 24(e) of Exbt.M25 Standing Orders, "Habitual absence without leave or absence without leave for more than 3 days" is treated as a misconduct. As per Clause 16(c),

“ If a workman absents without leave or remains absent beyond the period of leave originally granted or subsequently extended, he shall lose his lien on his appointment unless he returns or applies for leave within 3 days of such absence and explains to the satisfaction of the Management or other Officer empowered in this respect his reasons, for absents without leave”.

As already pointed out, the workman was in the habit of going on unauthorized absence from 1986 itself. The Management has taken actions on various occasions but condoned the misconduct taking a lenient view. In the year 1992 he was unauthorizedly absent for 54 days and in the departmental enquiry conducted, the workman had taken a stand that he was suffering from Bronchial Asthma. However the workman stopped attending his duty from 29.05.1993 and the Management issued notices dt.05.06.1993, 30.06.1993, 06.07.1993 directing the workman to report back to duty and explain his unauthorized absence. He was also directed to produce medical certificate and proper leave application. The workman came with a new case vide his letter dt. 30.07.1993 that he met with an accident. The workman failed to produce any medical certificate to substantiate his claim that he met with an accident and was hospitalized. Thereafter the Management issued various notices as discussed above directing the workman to report for duty and also produce medical certificate from company Doctor along with proper leave application and explanation for unauthorized absence. Since the workman failed to respond to any of the notices even after acknowledging the same, the Management issued order dt. 27.10.1993 removing the name of the workman from the rolls of Management treating him as voluntarily abandoned the service of the Management company as per Clause 16(c) of the Certified Standing Orders. The workman received the order, acknowledged the same and did not respond to the order for 20 long years. In the above circumstances, the Management is fully justified in their action removing the name of the workman from the rolls of Management treating him as having voluntarily abandoned the service of the Management. Labour statutes are meant to protect the employees. However no Management will be in a position to countenance the action of the workman.

14. Taking into account all the facts, circumstances and evidence in this case, I don't find any infirmity in the action taken by the Management in terminating the services of the workman from the service of the Management treating him as having voluntarily abandoned the service of the Management.

15. Hence an award is passed holding that the action of the Management terminating the service of the workman is fully justified and he is not entitled for any relief claimed by him in this dispute.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 4th day of July, 2022.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the Workman:-

WW1 - Sri. P. K. Rajan, dt.03.03.2021

Witness for the Management:-

MW1 - Sri. Nandhakumar K. A., dt.15.12.2021

Exhibits for the Workman:-

- W1 - True copy of the order dt.01.04.1981 issued by the Asst. Personnel Manager of the Management
- W2 - True copy of the correspondence dt.11.08.1993 issued by the Chief Personnel Manager of the Management
- W3 - True copy of representation dt.22.03.2013 submitted by the workman before the Management
- W4 - Copy of the order dt.20.07.2020 passed by the Controlling Authority
- M1 - True copy of the application for employment submitted by the Workman
- M2 - True copy of charge sheet dt.10.05.1986 issued by the Management
- M3 - True copy of absent notice dt.18.04.1987 issued by the Management
- M4 - True copy of charge sheet dt.04.05.1987 issued by the Management
- M5 - True copy of charge sheet dt.15.04.1988 issued by the Management
- M6 - True copy of charge sheet dt.16.03.1989 issued by the Management
- M7 - True copy of absent notice dt.16.03.1989 issued by the Management

- M8 - True copy of absent notice dt.26.02.1993 issued by the Management
- M9 - True copy of absent notice dt.18.03.1993 issued by the Management
- M10 - True copy of charge sheet dt.31.03.1993 issued by the Management
- M11 - True copy of absent notice dt.05.06.1993 issued by the Management
- M12 - True copy of absent notice dt.30.06.1993 issued by the Management
- M13 - True copy of absent notice dt.06.07.1993 issued by the Management
- M14 - True copy of notice dt.23.07.1993 issued by the Management
- M15 - True copy of letter dt.11.08.1993 issued by the Management
- M16 - True copy of reply dt.20.08.1993 submitted by the workman
- M17 - True copy of letter dt.20.08.1993 submitted by the workman
- M18 - True copy of notice dt.25.08.1993 issued by the Management
- M19 - True copy of notice dt.22.09.1993 issued by the Management
- M20 - True copy of the acknowledgment evidencing the receipt of order dt.27.10.1993
- M21 - True copy of order dt.27.10.1993 issued by the Management
- M22 - True copy of the representation dt.22.03.2013 made by the workman before the Management
- M23 - True copy of letter dt.15.10.1992 submitted by the workman

Exhibits for the Management:-

- M24 - True copy of Enquiry Report dt.23.06.1993
- M25 - Certified Standing Orders of the Management company
- M26 - True copy of the memorandum of settlement entered between the Management and the Unions
- M27 - True copy of settlement of account of the workman
- M28 - True copy of notice dt.14.05.2013 issued by the Assistant Labour Commissioner (Central), Ernakulam for conciliation

नई दिल्ली, 27 जुलाई, 2022

का.आ. 729.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य महाप्रबंधक, भारत संचार निगम लिमिटेड, हजरतगंज, लखनऊ; महाप्रबंधक, भारत संचार निगम लिमिटेड, मिर्जापुर, (यू.पी.), के प्रबंधन के संबद्ध नियोजकों और श्री चक्रधारी बिंद, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 62 /2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.07.2022 को प्राप्त हुआ था।

[सं. एल-40012/08/2014-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th July, 2022

S.O. 729.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62 of 2014) of the Central Government Industrial Tribunal cum Labour Court – Kanpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chief General Manager, Bharat Sanchar Nigam Limited, Hazratganj, Lucknow; The General Manager, Bharat Sanchar Nigam Limited, Mirzapur, (U.P.) and Shri Chakradhari Bind, worker which was received along with soft copy of the award by the Central Government on 26.07.2022.

[No. L-40012/08/2014-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT, KANPUR

PRESENT : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 62 of 2014

L-40012/08/2014-IR(DU) dated 06.05.2014

BETWEEN :

Shri Chakradhari Bind, S/o Sh. Lalji Bind
Vill: Purjagiri, PO Chillaa Distt.
MIRZAPUR (U.P.)

AND

1. The Chief General Manager,
Bharat Sanchar Nigam Limited,
Hazratganj, Lucknow -226001
2. The General Manager,
Bharat Sanchar Nigam Limited,
Mirzapur,
MIRZAPUR (U.P.)

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India in letter no. L-40012/08/2014-IR(DU) dated 06.05.2014.

SCHEDULE

“Whether Shri Chakradhari Bind, is an employee of the management of Bharat Sanchar Nigam Limited Mirzapur ? If yes, the action of the management in terminating services of Shri Chakradhari Bind is justified? If not to what relief the concerned workman is entitled for?”

On receipt of reference, notices were issued to both the parties on 11th August 2014. But neither Authorized Representative of the claimant workman nor the claimant workman appeared before the Tribunal. The proceeding of the Industrial Dispute is still at the first stage of filing of claim statement by the claimant workman. The reference of Industrial Dispute was received in this Tribunal in 2014. Since then ample opportunities were provided to the claimant workman to present his averments. But claimant workman has not submitted his statement of claim.

From the above mentioned circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference is bound to be answered against the claimant workman and the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Let a soft copy be sent to the Ministry and two hard copies of the same will follow in due course of time.

Date: 23.06.2022

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 28 जुलाई, 2022

का.आ. 730.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वृत्त प्रमुख, मैसर्स वोडाफोन मोबाइल सर्विसेज प्रा. लि., जयपुर, प्रबन्धक, प्रताप टैक्नोक्रेट्स, जयपुर, प्रबन्धक, मैसर्स नौदर्न इंजीनीयर्स, जवाहर नगर, श्रीगंगानगर, राजस्थान, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, राजस्थान टेलीकाम ठेका कर्मचारी मजदूर यूनियन, सीटू, श्रमिक एकता केन्द्र, जयपुर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- जयपुर (राजस्थान) पंचाट (संदर्भ संख्या 07/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 13.07.2022 को प्राप्त हुआ था।

[सं. एल-40011/11/2016-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 28th July, 2022

S.O. 730.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 07/2017) of the Central Government Industrial-Tribunal-cum Labour Court –Jaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Circle Head M/s, Vodafone Services Private Limited, Jaipur.; The Manager, Partap Technocrats, Jaipur; The Manager, M/s Northern Engineers, Shri Ganganagar (Rajsthan) and The President, Rajasthan Telecom Contract Employees Mazdoor Union, which was received along with soft copy of the award by the Central Government on 13.07.2022.

[No. L-40011/11/2016-IR(DU)]

D. K. HIMANSHU, Under Secy.

अनुबंध**केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर****सी.जी.आई.टी. प्रकरण सं. 07/2017****रेफरेन्स नं. L-40011/11/2016-IR(DU) दिनांक 01/03/2017**

पीठासीन अधिकारी : राधामोहन चतुर्वेदी

अध्यक्ष, राजस्थान टेलीकॉम ठेका कर्मचारी मजदूर यूनियन,
सीटू, श्रमिक एकता केन्द्र, एस.टी. — 137, शान्ति नगर, जयपुर —302006**बनाम**

1. वृत्त प्रमुख, मैसर्स वोडाफोन मोबाइल सर्विसेज प्रा. लि., 5 वीं मंजिल, गौरव टॉवर, मालवीय नगर, जयपुर
2. प्रबन्धक, प्रताप टेक्नोक्रेट्स, 717-720, 7 वीं मंजिल, एवरशाइन टावर, आम्रपाली सर्किल, वैशाली नगर, जयपुर
3. प्रबन्धक, मैसर्स नौदर्न इंजीनीयर्स, 2-ई-1, जवाहर नगर, श्रीगंगानगर, राजस्थान

प्रार्थी की ओर से : श्री जे.सी. गुप्ता, एडवोकेट

अप्रार्थी सं. 1 व 3 की ओर से : कोई उपस्थित नहीं

अप्रार्थी सं. 2 की ओर से : श्री बी.बी. शर्मा, अधिवक्ता

: अधिनिर्णय :

दिनांक : 07/03/2022

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 1/03/2017 को निम्नांकित औद्योगिक विवाद, औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (डी) के प्रावधानों के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में इस अधिकरण को न्यायनिर्णयन हेतु संदर्भित किया गया :-

“क्या प्रधान नियोजक मै. वोडाफोन मोबाइल सर्विसेज लि. जयपुर एवं उनके ठेकेदार मै. प्रताप टेक्नोक्रेट्स, जयपुर के द्वारा 4 श्रमिक सर्व श्री बलदेव सिंह, चूनाराम, मखन सिंह एवं संदीप सिंह को दिनांक 1.7.2014 से पुनः सेवा में नियोजित नहीं किया जाना न्यायोचित एवं न्यायसंगत है, यदि नहीं तो श्रमिक यूनियन के उपरोक्त सदस्य किस अनुतोष को पाने के अधिकारी हैं?”

2. उपर्युक्त विवाद इस अधिकरण में प्राप्त होने के पश्चात प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत किया।

3. प्रार्थी यूनियन ने अपने दावे के अभिकथन में यह कहा है कि संलग्न सूची के अनुसार श्रमिकगण की नियुक्ति विपक्षी संख्या 1 के अधीन विपक्षी संख्या 3 के माध्यम से वर्ष 2007 में तकनीकी कर्मचारी के रूप में की गई थी। श्रमिकगण दि. 30.6.14 तक विपक्षी संस्थान में कार्यरत रहे। इस प्रकार श्रमिकगण ने 2007 से 2014 तक प्रत्येक वर्ष में 240 दिन से अधिक अवधि तक कार्य किया। 1.7.14 को बिना कोई कारण बताये व छटनी मुआवजा दिये श्रमिकगण को सेवामुक्त कर दिया गया। यह सेवामुक्ति अधिनियम की धारा 25 (एफ) के प्रावधानों के उल्लंघन में होने से अवैध है। सेवामुक्ति के समय कनिष्ठ श्रमिकों को सेवा में रखा गया और स्थायी कर दिया गया। नये श्रमिकों की भी भर्ती कर ली गई। जबकि कोई वरिष्ठता सूची कार्यरत श्रमिकों की नहीं बनाई। श्रमिकगण की सेवामुक्ति के समय उनके द्वारा प्रस्तुत मांग पत्र पर समझौता वार्ता चल रही थी। किंतु समझौता अधिकारी से भी कोई अनुमति नहीं ली गई। अतः विपक्षीगण द्वारा 1.7.14 को की गई इन श्रमिकगण की सेवामुक्ति को अवैध घोषित किया जावे। उन्हें पुनः सेवा में लेते हुये समस्त विगत परिलाभ दिलवाये जावे। (उल्लेखनीय है कि प्रार्थी पक्ष ने श्रमिकगण की कोई सूची दावे में किये गये वर्णन के अनुसार संलग्न नहीं की है)।

4. विपक्षीगण 1 व 2 ने पृथक-पृथक वादोत्तर प्रस्तुत किये। विपक्षी संख्या 2 का कथन है कि चारों श्रमिक बलदेव सिंह, चूनाराम, मखन सिंह और संदीप सिंह उनके द्वारा नियोजित नहीं थे। वस्तुतः यह औद्योगिक विवाद उनके विरुद्ध पोषणीय नहीं है। विपक्षी संख्या 2 व इन श्रमिकों के बीच नियोजक और कर्मकार का संबंध नहीं है।
5. अप्रार्थी संख्या 1 का यह कथन है कि मैसर्स वोडाफोन मोबाईल सर्विसेज प्रा.लि. नाम की कोई कंपनी अस्तित्व में नहीं है क्योंकि इसका विलय आईडिया सेलूलर लि. में हो चुका है। जब तक रेफरेंस में संशोधन ना हो यह दावा चलने योग्य नहीं है। विपक्षी संख्या 3 को वोडाफोन मोबाईल सर्विसेज प्रा.लि. द्वारा एक ठेका सेवा उपलब्ध करवाने का दिया था। जिसके अंतर्गत विपक्षी संख्या 3 ने अनुबंध के आधार पर सेवा उपलब्ध करवायी। तथाकथित चारों श्रमिक विपक्षी संख्या 1 के कर्मचारी नहीं हैं। इन श्रमिकों पर विपक्षी का कोई नियंत्रण नहीं रहा। इसलिये वाद स्वीकार करने योग्य नहीं है। विपक्षी ने अधिनियम के किसी प्रावधान का उल्लंघन नहीं किया। अतः वाद निरस्त किया जावे। प्रार्थी ने दि. 4.10.21 को विपक्षी संख्या 1 का नाम परिवर्तन हो जाने संबंधी अधिसूचना की प्रति विपक्षी संख्या 1 से प्रस्तुत करवाने हेतु प्रार्थना पत्र प्रस्तुत किया है।
6. दि. 7.3.22 को जब यह प्रकरण जवाब एवं बहस प्रार्थना पत्र हेतु लम्बित था। प्रार्थी यूनियन के अभिभाषक श्री जगदीश चंद्र गुप्ता ने अपने अभिभाष्य की ओर से इस दावे के अग्रसरण हेतु कोई निर्देश प्राप्त न होना कहते हुये विवाद के अग्रसरण हेतु अपनी असमर्थता व्यक्त की।
7. इन परिस्थितियों में जबकि प्रार्थी पक्ष अपने दावे के अभिकथन के अग्रसरण हेतु कोई साक्ष्य प्रस्तुत करने में असमर्थ है। यह अधिकरण इस निष्कर्ष पर पहुंचा है कि प्रार्थी यूनियन अपने दावे को या तो कोई विवाद ना रहने के कारण अग्रसरित नहीं करना चाहती अथवा विवाद के आधार पर वह कोई अनुतोष प्राप्त करने की इच्छुक नहीं है।
8. अतः श्रम मन्त्रालय भारत सरकार द्वारा संदर्भित इस विवाद का गुणागुण पर न्यायनिर्णयन किया जाना संभव नहीं है। प्रार्थी की किसी साक्ष्य के अभाव में श्रमिकगण सर्व श्री बलदेव सिंह, चूनाराम, मखन सिंह और संदीप सिंह इस अधिकरण से कोई अनुतोष प्राप्त करने के अधिकारी नहीं हैं। प्रेषित विवाद का उत्तर उपर्युक्तानुसार दिया जाता है।
9. अधिनियम की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 28 जुलाई, 2022

का.आ. 731.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्राचार्य, जवाहर नवोदय विद्यालय, पोखरापुर, सोलापुर, के प्रबंधन के संबद्ध नियोजकों और श्री संतोष रुक्माजी भालेराव, कामगार के बीच अनुबंध में निर्दिष्ट विवाद में श्रम न्यायालय सोलापुर, पंचाट (संदर्भ. सं. 07/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 28.07.2022 को प्राप्त हुआ था।

[सं. एल-42012/194/2015-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 28th July, 2022

S.O. 731.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 07/2015) of the Labour Court Solapur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Principal, Jawahar Navodaya Vidyalaya, Pokharapur, Solapur, and Shri Santosh Rukmaji Bhalariao, Worker, which was received along with soft copy of the award by the Central Government on 28.07.2022.

[No. L-42012/194/2015-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE A.A. VYAS, PRESIDING OFFICER, LABOUR COURT, SOLAPUR****REFERENCE (IDA) NO. 07 OF 2015****CNR NO : MHLC13-000285-2015****BETWEEN :**

The Principal,
Jawahar Navodaya Vidyalaya,
Pokharapur, Tq. Mohol,
Dist. Solapur.

...First Party

AND

Shri Santosh Rukmaji Bhalerao,
C/o Shri Khandare,
3/1, Mahesh Nagar, Hyderabad Road,
Solapur.

...Second Party

CORAM : Shri A.A. Vyas, Presiding Officer**Appearances** : Advocate S.S. Kyatam for First Party.

Advocate : V. R. Deshpande for Second Party.

AWARD(Passed on 11th April, 2022)

The Commissioner of Labour (Central) situated at New Delhi exercising powers under Section 10(1)(d) and (2-A) of the Industrial Disputes Act 1947 has referred the present dispute for adjudication to consider whether the second party is entitled for regularisation in the service with Jawahar Navodaya Vidyalaya.

2. After arrival of reference notices were served to both parties. Accordingly, second party appeared and filed his statement of claim at Exh.U-3. It has been contended by the second party that, he was working with the first party as a Mess Helper since December-2006. The first party has been running Jawahar Navodaya Vidyalaya, at Pokharapur, Tq. Mohol, Dist. Solapur. It is submitted that, the second party workman was not regularised and given permanent post, even after rendering of continuous service for several years. It is also submitted that, second party has rendered more than 240 days service in every year while he was serving with first party. As per second party, the first party Jawahar Navodaya Vidyalaya school is a residential school and around 400 students are taking education and residing in the hostel adjoining to the school. It is submitted that, the school has established a separate Kitchen to serve the residential students with Tea, Breakfast, Lunch and Dinner. It is submitted that, as per the decision of Hon'ble Supreme Court, school is an Industry. So also, the second party was working with skilled work as Mess Helper, therefore, he was a workman as per 'I.D. Act'.

3. It is submitted that, second party has rendered continuous service from 01.12.2006 as a Mess Helper cum Cook. As the work of second party is related to Kitchen and Mess, he has to work almost all the days in a month without holidays. Therefore, he has rendered more than 240 days for all the years during his service. It is also submitted that, second party has applied for the post of Cook, but he was not allowed to appear for interview. As per second party, it was binding for the first party to regularise service of second party as a Mess Helper cum Cook as he was serving since 2007. Hence, second party prayed to regularise his service as a Mess Helper cum Cook and he be given salary and wages as per the permanent worker.

4. First party appeared and filed its written statement at Exh.C-5. It is submitted that, second party workman was working as daily wage worker with the first party as and when the work is available, but he was not working as a Mess Helper as two regular Mess Helper have been appointed. It is submitted that second party himself left the work in March-2015 giving reason of illness of his mother. It is submitted that, the work done by second party was not as per the norms of the school and there were serious complaint against him. It is also submitted that, second party produced experience certificate for his working as a Cook, but the certificate was not genuine. As per the first party, three sanctioned posts are available in the Mess and the posts are filled. There was no need of regular Mess Helper. First party denied that, second party had worked continuously more than 240 days in a year. It is also alleged that, second party involved in threatening the authorities. It is further submitted that, second party was informed that, he can be taken back to the work on daily wage basis, but he cannot taken as a regular Cook or Mess Helper without following recruitment procedure. It is also submitted that, this Court has no jurisdiction as per Central Government G.R. and the Central Administrative Tribunal has the jurisdiction. First party denied all the contents and prayed to answer the reference in negative.

5. After perusal of rival pleadings of all parties, my learned predecessor has framed Issues at Exh.O-5 but as those Issues have been recasted by me those are now at Exh.O-6 which are reproduced hereinbelow and my findings with reasons thereon are as under;

ISSUES	FINDINGS
1. Whether the reference is maintainable for want of jurisdiction ?	“In affirmative”
2. Whether second party proves that, the action of not regularising his service and making him permanent by first party is illegal ?	“In negative”
3. Whether second party is entitled for the relief of regularisation of service and benefit of permanency as Mess Helper from 01.12.2007 alongwith due wages and other benefits ?	“In negative”
4. What award ?	“As per final order”

REASONS

6. The second party has examined four witnesses including himself and also filed documents with list at Exh.U-5. First party also examined one witness at Exh.C-21 and also relied on documents at Exh.C-21-A to C-31. Heard learned Advocates for both parties.

As to Issue No.1:

7. It is the contention of first party that, present reference is not maintainable for want of jurisdiction. It is argued that, the defence of non-maintainability rests upon two footings. It is submitted that firstly the reference is not maintainable as the Navodaya Vidyalaya Samiti under whom the first party is functioning has been brought under the Central Administrative Tribunal. Therefore, this Court has no jurisdiction to try and the entertain the reference. It is further submitted that, secondly the reference is not maintainable as the demand by second party is of regularisation or getting permanency benefit and the same has not been attributed to the Labour Court as per the I.D. Act. It is argued that, by making amendment in the Administrative Tribunal Act the Navodaya Vidyalaya Samiti has been brought under the Central Administrative Tribunal, therefore, the issue if any regarding recruitment etc has to be raised before the Central Administrative Tribunal only. It is further contended that, the Labour Court has right to decide about the issue of retrenchment, dismissal etc and the demand of permanency cannot be entertained.

8. On the contrary, advocate for second party argued that no any Government Resolution issued by Central Government has been placed on record to show that Central Administrative Tribunal only has the jurisdiction. It is further argued that first party has placed on record, copy of letter issued to the Deputy Directors and Principal of Jawahar Navodaya Vidyalaya, but the letter cannot be construed as a circular or Government notification so as to confer jurisdiction to the Central Administrative Tribunal (Hereinafter to be called C.A.T.). It is further argued that second party was working as Mess Helper and is a workman, therefore, the right to approach to the Labour Court cannot be taken away. Advocate for second party also argued that, the I.D. Act sufficiently gives powers to the Labour Court to decide the dispute between workman and his employer. The school has been recognised as an Industry, therefore, the dispute of non-teaching staffs can be raised in Labour Court. It is further submitted that, as per Schedule-II of the Act Labour Court has appropriate powers to decide the issue of regularisation or permanency of workman.

9. Considered the documents by both parties and perused the documents placed on record. First party at Exh.C-21-A has placed on record copy of letter appears to be issued to the Deputy Director and the Principal of Jawahar Navodaya Vidyalaya. It is to be noted that, the said letter is barely visible and the document, as it is a photo copy difficult to go through. It is to be noted that, first party has not placed on record any such Government Resolution issued by Central Government or any circular or notification which would show that the jurisdiction of the staff of the Navodaya Vidyalaya in respect of recruitment etc. has been conferred upon C.A.T. only. After careful perusal of the letter, at Clause-3 provides about the provisions under section 28 and 29 of the Administrative Tribunal Act and the provisions are reiterated in the letter. Therefore, I have gone through both sections of the said Act. Section-28 provides about exclusion of jurisdiction of Courts except Supreme Court. The section provides that except Supreme Court or Industrial Tribunal, Labour Court constituted by the I.D. Act, no other Courts can exercise any jurisdiction, powers or authority relating to such recruitment or such service matters. Therefore, the section is very clear and sufficient so as to have jurisdiction of the Labour Court as well as Industrial Tribunal constituted by the I.D. Act. Section-29 is in respect of transfer of pending cases and not concerned with present dispute. Therefore, it is absolutely clear that Labour Court has got the jurisdiction to entertain reference which has been arisen out of an Industrial dispute between workman and employer.

10. Another contention of first party is that Labour Court has no power to decide about the permanency or regularisation matters. For that purpose it would be just and necessary to go through the provisions of S.7 of the I.D.

Act which provides for appointments and powers conferred upon Labour Courts. Sub-section 1 of the Act provides that the Government may constitute Labour Court for adjudication of dispute relating to any matters specified in second schedule and to perform other functions. It is clear that second schedule of the I.D. Act gives powers to Labour Court to decide those disputes which falls within the said schedule.

The second schedule reads as under.

Matters within the jurisdiction of Labour Court.

1. The propriety or legality of an order passed by an employer under the standing orders;
2. The application and interpretation of standing orders;
3. Discharge or dismissal of workmen including reinstatement of, or grant of relief to, workmen wrongfully dismissed;
4. Withdrawal of any customary concession or privilege;
5. Illegality or otherwise of a strike or lock-out; and
6. All matters other than those specified in the Third Schedule.

The Item-6 of second schedule provides that 'all the matters other than those specified in the third schedule'. It means that those matters which are not provided in third schedule can be tried and decided by the Labour Court. As mentioned earlier, the Item-6 of the second schedule provides for all other matters which are not provided by the third schedule. The dispute having demand of permanency or regularisation in service has not been provided under the third schedule, therefore, it can be included in Item-6 of the second schedule. The contention of advocate for second party regarding the jurisdiction is considerable. Hence, it can be observed that the Labour Court has jurisdiction to decide the issue of regularisation of service and giving permanency benefit to a workman. Accordingly, I answer the Issue No.1 in affirmative.

As to Issues No. 2 to 4 :

11. It has been argued by advocate for second party that, second party was working as Mess Helper with the first party since December 2006. It is submitted that, the first party is a residential school and around 400 students are residing thereat. The first party is running a Mess for these residential students and as the job of second party is in-relation to mess, he was not getting any holidays. The second party was doing his job for almost all the month. As per second party though he was working as a daily wagger, but in all the years in which he served with first party, he had completed 240 days of his service in each year. It is also submitted that for years together first party has taken daily work as Mess Helper from second party workman, but avoided to give benefits of regularisation in service. It is submitted that at some Navodaya Vidyalaya some of the staff members who were daily wagers, were included in service on regularisation basis. It is also submitted that, the first party has stopped giving work to the second party since when he had raised dispute. Advocate for second party submitted that they have called records from first party under the Right To Information Act which proves that second party was working since 2006 on daily wage basis. The record also shows that, he has completed 240 days his service in each years. According to the second party, post is available with the first party and second party should be absorbed in service as a regular Mess Helper and he should be given benefit of permanency as Mess Helper. Advocate for second party draws attention towards the documents filed with list Exh.U-5 which contains the attendance record and wage record of second party as well as information obtained from other Navodaya Vidyalaya's.

12. On the contrary, advocate for first party argued that second party was not working as a Mess Helper, but was working as a daily wagger as and when any of the work is available with first party. It is argued that the staffing pattern allotted to the school prescribes for two Mess Helper and one Cook. These posts are already filled and no vacancy is there. It is also submitted that the post of Cook was filled by giving an advertisement, but as the experience certificate by second party was not appropriate, hence he could not be selected. It is further argued that in the year 2015, second party workman left the service by giving reason of illness of his mother. According to first party there was no termination of service of second party, but he was not interested, therefore left the service. It is also argued that second party cannot be regularised in service as his entry would become back door entry which is prohibited in public employment. Therefore, the service of second party can never to be regularised.

13. Considered the arguments and perused the pleadings and evidence of both parties. The workman has examined four witnesses including himself to establish that he was working with first party and entitled for regular service. Second party in his affidavit has reiterated all the facts mentioned in his statement of claim. Out of other witnesses two were earlier working with first party and one witness is working with first party. All these witnesses have categorically submitted that second party workman was working with first party as Mess Helper on daily wage basis. Witness No. 3 has mentioned that second party was working in the Mess under his instructions. Another issue raised by second party is about filling post of Cook by an advertisement. It is alleged that earlier school has mentioned for two years experience and later it was changed as five years. It is to submit that his candidature was not accepted by

first party for post of Cook. It is the contention of first party that the experience was mistakenly mentioned as two years, but later on corrigendum was issued and it was corrected. It is to be noted that at this juncture the said issue is not much concerned with present dispute, because the dispute has been raised for regularisation as Mess Helper and not as a Cook.

14. It is argued by advocate for first party that, considering the nature of school, the service has to be reckoned to be public employment. Therefore, recruitment cannot be done by asking for permanency in the service for completion of 240 days in a year. Considering objections it is to be seen what is the nature of service at the first party. The first party is Jawahar Navodaya Vidyalaya, a school run by Ministry of Education of Central Government. All the schools running under Navodaya Vidyalaya Samiti are controlled and their affairs have been looked into by the committees established under Ministry of Education. The Navodaya Vidyalaya Samiti is working under the Central Government Education Ministry, hence, it can be termed as an instrumentality of the Central Government. Therefore, it can be said that the recruitment of any of the employees in the Navodaya Vidyalaya are part and parcel of the public employment.

15. It is the contention of second party that, he had worked with first party for several years that too for more than 240 days in each year of his service, therefore his entitlement for regularisation cannot be denied. Advocate for second party has drawn attention towards documents filed with list Exh.U-5. Some of the documents are information taken from other Navodaya Vidyalaya in respect of recruitment of daily wage employees. It is submitted that other Navodaya Vidyalaya have absorbed some of the daily wage employees into permanent category. It is submitted that these documents have been called under Right to Information Act, therefore, those have to be considered. It is shown that, Navodaya Vidyalaya at Vasmat Nagar, Dist. Hingoli, Kannad, Dist. Aurangabad, Parbhani, Latur, Mahim, Dist. Palghar and Choppadandi Dist. Karimnagar, Andhra Pradesh have given status of permanency and regularisation of service to some of their employees who had been in daily wage service.

16. So far as the service rendered by second party workman is concerned, it is of no doubt that he had worked with first party as daily wage worker for some years, to be precise from 2007 to 2015. The said contention even has not been denied by the first party. The documents placed on record have clearly shown the service of second party as pleaded by him. The record also shows that, he has completed more than 240 days of service in each of the year of his service. The documents referred by advocate of second party, which are in respect of giving regularisation benefit of some employees in other Navodaya Vidyalaya can also be taken into consideration. Those documents are showing that, in above referred Navodaya Vidyalaya's some daily wage workers have been taken into regular service and given permanency benefit. The claim of second party rests upon these documents. Even after it is considered that, some of the employees have been taken in regular service by other Navodaya Vidyalaya's, it cannot be considered that, the second party also should have been regularised in the service. A workman, as second party cannot claim benefits at par showing by comparing with employees in other similar establishments. Specifically the claim of regularisation or giving permanent status cannot be granted by considering the law of parity. Advocate for first party rightly referred about the observations of Hon'ble Apex Court in Secretary, State of Karnataka & Ors. V/s Umadevi & Ors. As mentioned earlier, the employment in the first party is a part of public employment, in that context such regularisation or permanency cannot be asked for by contending the period of service as daily wage for several years. Hon'ble Apex Court in Umadevi (Supra) have observed that, "The obligation cast on the state under Article 39 (a) of the Constitution is to ensure that all citizens equally have the right to adequate means of livelihood. It will be more consistent with that policy if the courts recognise that an appointment to a post in Government service or in the service of its instrumentalities, can only be by way of proper selection in the manner recognised by the relevant legislation in the context of the relevant provisions of the Constitution." Therefore, it would not be possible to accept the contention of second party for regularisation or getting permanency benefit in the service of first party.

17. One another aspect in respect of regularisation of service is that whether the said post is available with the employer. It has to be pleaded and proved by the workman the post for which he has claimed regularisation is available. First party has pleaded and also placed on record document showing that, there are two posts of Mess Helper and one post of Cook as per the staffing pattern granted by the appropriate authority. As per first party both the posts of Mess Helper are filled and not vacant. Second party has not led cogent evidence which would suggest that post of Mess Helper is vacant with first party. It is also contended by second party that, one Mr. Hakke has been regularised in the service as Mess Helper. It is suggested that, during cross-examination, witness of first party has admitted this fact. On perusal of the cross-examination first party witness, it is seen that, he admitted about regularisation of service of Mr. Hakke. Second party has neither pleaded nor proved as to whether the said employee had attained the qualification criteria or he has been given any partial treatment. It is to be mentioned that, any workman cannot claim for regularisation as a rule of parity without proving that other persons also placed in similar qualification and experience, but was taken in regular service. To support his contention, Advocate for second party relied on Ballarpur Industries Ltd. V/s Mah. Lok Kamgar Sanghatana (W.P.No.3944/2006)(Hon'ble Bombay High Court.) I have gone through in the case law, but it is not helpful for the case of second party, because the case law is in respect of Item Nos. 5, 6 and 9 of Schedule-IV of the MRTU & PULP Act. As per the provisions of the Act regularisation or giving permanency benefit is within the domain of the Industrial Court.

18. Another important aspect which cannot be lost sight of is in respect of employment of second party. It is contended by the second party in his statement of claim that, he was working with first party from December-2006, but since when he raised the dispute with Central Government Labour Commissioner, the first party has stopped to allot him any work. In that connection, it would be appropriate to go through the evidence of second party workman. During cross-examination he admitted that, for last two years he was not in service with first party. The cross-examination has been recorded in September-2017 and in connection to the admission it can be said that since 2015 he is not in service with first party. The admission corroborates the contention of second party made in his pleadings. He also admitted that, he has given a letter dated 14.03.2015 to first party stating that, he is ready to work on daily wage basis. It is seen that, even after the said letter he has not joined the service on daily wage basis. Considering these admissions it is clear that, second party workman is not in service with first party even on daily wage basis.

19. Now the question arises that, when the workman who is out of employment can ask for his permanency in the service where he was employed. It is alleged by the second party that when he raised dispute with the Commissioner of Labour, first party stopped his work with it. Therefore, now it can be observed that since 2015 the second party workman is out of his employment with first party. First party has raised defence of abandonment of service by second party by giving reason of illness of his mother. It is part of record that, first party has not issued him any show cause letter or initiated any enquiry regarding his abandonment. That is not an issue of concern in present reference, because second party has not claimed for his reinstatement. There were no efforts by second party to secure his employment when he was not allowed to work after raising the demand with the appropriate authority. When a workman is not being given any work or he is not in service, though on daily wage basis, how can he ask for regularisation of such service. The issue of praying for permanency benefit or getting regularisation has to be asked for, while concerned person is in service with his employer. He cannot raise claim for regularisation in service from which he has been ousted. The pleadings as well as admissions of second party to that effect are appears to be fatal for his case. The concept of permanent service or regularisation in such service after completion of 240 days and served for several years, can be asked while a workman is continuously in the said employment. Second party is not in service and I am of the opinion that, he cannot ask for regularisation in such service, when he is not in that service. Therefore, it can be observed that, the second party has failed to establish his contentions with regard to his claim for regularisation and giving permanency benefit. It is admitted position that, second party is out of employment of first party since 2015, therefore, his prayer for giving him benefit of regularisation in service alongwith all the service benefits, cannot to be said maintainable. In accordance with the discussion, Issues No. 2 and 3 are answered 'in negative' and in answer to Issue No. 4 following order is passed.

ORDER

- (i) The reference is answered in negative.
- (ii) Copy of Award be sent to the Commissioner of Labour (Central) of New Delhi for information and necessary action.

A.A. VYAS , Presiding Officer

Dated : 11/04/2022

Argued on : 08/04/2022
Award dictated on : 12/04/2022
Award checked & signed on : 12/04/2022

नई दिल्ली, 29 जुलाई, 2022

का.आ. 732.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड, बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/106/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/54/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवसर सचिव

New Delhi, the 29th July, 2022

S.O. 732.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/106/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager & HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/54/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/106/2017

Present: P. K. Srivastava, H.J.S. (Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001

2. Additional Manager & HR(Head)
M/s Era Infra Engineering Ltd. C-56/41
Sector-62, Noida (U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001

... Management

AWARD

(Passed on 20-7-2022)

As per letter dated 4-8-2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-42011/54/2017-IR(DU) The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Smt. Sulekha, W/o Shri Kapur Das and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No. 2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.

4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.

5. On the basis of the above discussion, following award is passed:-

- A. The action of the management as mentioned in the reference is held to be just and proper.
- B. The workman is held entitled to no relief.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 733.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबंध में नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/107/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/55/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 733.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/107/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager & HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd., Bilaspur (Chhattisgarh) and the President, Chhattisgarh Karamachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/55/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/107/2017

Present: P.K.Srivastava, H.J.S. (Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur(Chhattisgarh)-495001

...Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd. C-56/41
Sector-62, Noida (U.P.)-201301
3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001

...Management

AWARD

(Passed on 20-7-2022)

As per letter dated 4/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D.Act, 1947 as per Notification No.L-42011/55/2017-IR(DU) The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Kateshwar S/o Shri Rambhao Ram and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
 - A. The action of the management as mentioned in the reference is held to be just and proper.
 - B. The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 734.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड, बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/108/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/56/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 734.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/108/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager & HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/56/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/108/2017****Present:** P. K. Srivastava, H.J.S. (Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd. C-56/41
Sector-62, Noida (U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001

...Management

AWARD

(Passed on 20-7-2022)

As per letter dated 4/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-42011/56/2017-IR(DU). The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Santan Kumar S/o Shri Jodhram and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.

3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
 - A. The action of the management as mentioned in the reference is held to be just and proper.
 - B. The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 735.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/109/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/57/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 735.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/109/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager & HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/57/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR
NO. CGIT/LC/R/109/2017**

Present: P. K. Srivastava, H.J.S. (Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager(O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62,Noida(U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD

(Passed on 20-7-2022)

As per letter dated 4/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011-57/2017-IR(DU). The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Giordhar Sahu S/o Sh. Balram Sahu and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Eka Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
 - A. The action of the management as mentioned in the reference is held to be just and proper.
 - B. The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 736.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबंध में नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट

(संदर्भ संख्या CGIT/LC/R/110/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/58/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 736.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/110/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager & HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/58/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR NO. CGIT/LC/R/110/2017

Present: P.K.Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR(Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62,Noida (U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD

(Passed on 20-7-2022)

As per letter dated 4/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011/58/2017-IR(DU) The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Dev Kumar S/o Shri Saukhilal and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. *M/s Era Infra Engineering Ltd.* Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
 - A. The action of the management as mentioned in the reference is held to be just and proper.
 - B. The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 737.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इन्फ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इन्फ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/111/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/59/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 737.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/111/2017) of the Central Government Industrial Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager(O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager &HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh karamachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/59/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR
NO. CGIT/LC/R/111/2017**

Present: P.K. Srivastava, H.J.S.. (Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR(Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62,Noida(U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD

(Passed on 20-7-2022)

As per letter dated 4/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011/59/2017-IR(DU). The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Smt. Laxmi Bai W/o Shri Amritlal and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
 - A. The action of the management as mentioned in the reference is held to be just and proper.
 - B. The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 738.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/112/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/60/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 738.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/112/2017) of the Central Government Industrial Tribunal cum Labour—Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager & HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/60/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/112/2017

Present: P. K. Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62,Noida (U.P.)-201301
3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD
(Passed on 20-7-2022)

As per letter dated 4/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011/60/2017(IR-DU) The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Manoj Kumar S/o Shri Amritlal and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
 - A. The action of the management as mentioned in the reference is held to be just and proper.
 - B. The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 739.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/113/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/61/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 739.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/113/2017) of the Central Government Industrial Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager &HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/61/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/113/2017****Present:** P. K. Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62, Noida (U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD**(Passed on 20-7-2022)**

As per letter dated 4/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011/61/2017-IR(DU). The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Kamal S/o Shri Pardesi and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.

4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.

5. On the basis of the above discussion, following award is passed:-

A. **The action of** the management as mentioned in the reference is held to be just and proper.

B. The workman is **held entitled to no relief**.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 740.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/114/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/62/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 740.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/114/2017) of the Central Government Industrial Tribunal cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager &HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/62/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/114/2017

Present: P. K. Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager(O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur(Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62, Noida (U.P.)-201301
3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD

(Passed on 20-7-2022)

As per letter dated 4/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-42011/62/2017-IR(DU) The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Smt. Karuna Bai W/o Shri Jeevan lal and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
A.The action of the management as mentioned in the reference is held to be just and proper.
B.The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 741.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/115/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/63/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 741.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/115/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager &HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/63/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/115/2017

Present: P. K. Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

...Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62, Noida (U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD

(Passed on 20-7-2022)

As per letter dated 4/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011/63/2017-IR(DU). The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Ranjeet Ram S/o Shri Mahesh Ram and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.

4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.

5. On the basis of the above discussion, following award is passed:-

A.The action of the management as mentioned in the reference is held to be just and proper.

B.The workman is held entitled to no relief.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 742.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/117/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/89/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 742.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/117/2017) of the Central Government Industrial Tribunal cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager & HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/89/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/117/2017

Present: P.K.Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

...Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62, Noida (U.P.)-201301
3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

... Management

AWARD
(Passed on 20-7-2022)

As per letter dated 9/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011/89/2017-IR(DU) The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Yagya Kumar S/o Shri Kashiram and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
A.The action of the management as mentioned in the reference is held to be just and proper.
B.The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 743.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के चाट (संदर्भ संख्या CGIT/LC/R/118/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/90/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 743.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/118/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager(O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager &HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/90/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/118/2017****Present:** P. K. Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62, Noida (U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD**(Passed on 20-7-2022)**

As per letter dated 9/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-42011/90/2017-IR(DU) The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Smt. Brihaspati Bai ,W/O Shri Dilmohan and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.

4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.

5. On the basis of the above discussion, following award is passed:-

A.The action of the management as mentioned in the reference is held to be just and proper.

B.The workman is held entitled to no relief.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20.7.2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 744.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक(ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.)के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.),के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/120/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/07/2022 को प्राप्त हुआ था।

[सं. एल-42011/65/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 744.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/120/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager(O&M), NTPC, Seepat, Bilaspur (Chhattisgarh);The Additional Manager &HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and President, Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/65/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/120/2017

Present: P. K. Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

....Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur(Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62, Noida (U.P.)-201301
3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD

(Passed on 20-7-2022)

As per letter dated 9/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011/65/2017-IR(DU). The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Smt./ Arati W/o Shri Firtu and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
A.The action of the management as mentioned in the reference is held to be just and proper.
B.The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20-7-2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 745.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक(ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/121/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/07/2022 को प्राप्त हुआ था।

[सं. एल-42011/66/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 745.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/121/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager & HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and President, Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/66/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/121/2017

Present: P. K. Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager(O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62,Noida(U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD

(Passed on 20-7-2022)

As per letter dated 9/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.42011/66/2017(IR(DU)). The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Geetaram S.o Shri Sonuram and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.

4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.

5. On the basis of the above discussion, following award is passed:-

A.The action of the management as mentioned in the reference is held to be just and proper.

B.The workman is held entitled to no relief.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20-7-2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 746.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/122/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/67/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 746.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/122/2017) of the Central Government Industrial Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager(O&M), NTPC, Seepat, Bilaspur (Chhattisgarh);The Additional Manager &HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and the President, Chhattisgarh karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/67/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/122/2017

Present: P.K. Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager(O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62, Noida (U.P.)-201301
3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD

(Passed on 20-7-2022)

As per letter dated 9/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011/67/2017-IR(DU). The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Smt. Teras Bai, W/o Shri Ramcharan and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
A.The action of the management as mentioned in the reference is held to be just and proper.
B.The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20-7-2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 747.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक(ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/123/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/07/2022 को प्राप्त हुआ था।

[सं. एल-42011/68/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 747.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/123/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager & HR (Head), M/s Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and President, Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/68/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/123/2017****Present:** P. K. Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager(O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62,Noida(U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

... Management

AWARD

(Passed on 20-7-2022)

As per letter dated 9/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011/68/2017-IR(DU). The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Chhatrapal, S/o Shri Pusau Ram and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.

4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.

5. On the basis of the above discussion, following award is passed:-

A.The action of the management as mentioned in the reference is held to be just and proper.

B.The workman is held entitled to no relief.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20-7-2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 748.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, (ओ एंड एम), एनटीपीसी, सीपत, बिलासपुर (छ.ग.); अतिरिक्त प्रबंधक और मानव संसाधन (प्रमुख), मैसर्स एरा इंफ्रा इंजीनियरिंग लिमिटेड, नोएडा (यूपी); परियोजना प्रबंधक, एरा इंफ्रा इंजीनियरिंग लिमिटेड बिलासपुर (छ.ग.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, छत्तीसगढ़ कर्मचारी मजदूर एकता यूनियन, बिलासपुर (छ.ग.), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/105/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/53/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 748.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/105/2017) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager(O&M), NTPC, Seepat, Bilaspur (Chhattisgarh); The Additional Manager &HR (Head), M/S Era Infra Engineering Ltd., Noida (U.P.); The Project Manager, Era Infra Engineering Ltd. Bilaspur (Chhattisgarh) and President, Chhattisgarh karmachari Mazdoor Ekta Union, Bilaspur (Chhattisgarh), which was received along with soft copy of the award by the Central Government on 27.07.2022.

[No. L-42011/53/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/105/2017

Present: P.K.Srivastava, H.J.S..(Retd)

Shri Omprakash Gangotri
President, Chhattisgarh Karmachari
Mazdoor Ekta Union, Bilaspur
Bilaspur (Chhattisgarh)-495001

... Workman

Versus

The General Manager (O&M)
NTPC, Seepat
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

2. Additional Manager & HR (Head)
M/s Era Infra Engineering Ltd.C-56/41
Sector-62, Noida (U.P.)-201301

3. The Project Manager
Era Infra Engineering Ltd.
NTPC, Seepat Site,
PO-Ujjwal Nagar,
Bilaspur (Chhattisgarh)-495001.

...Management

AWARD
(Passed on 20-7-2022)

As per letter dated 4/8/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42011/53/2017-IRDU. The dispute under reference relates to:

“Whether the action on the part of M/s Era Infra Engineering Ltd. A contractor working under the principal employer at NTPC, Seepat site in terminating the workman namely Shri Tikaram S/o Shri Dukalu and not paying the terminal benefits as espoused by the President of Chhattisgarh Karmachari Mazdoor Ekta Union, Bilaspur is legal and justified. If not, what relief the above names workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman side appeared through its learned counsel on 10-7-2019. The management learned counsel also appeared on the same date. The learned counsel for Management Party No.2 i.e. M/s Era Infra Engineering Ltd. Filed its compliance on 25-10-2019. The workman side did not file any statement of claim. They were given last chance for filing statement of claim vide order dated 25-10-2019 even then the workman side did not care to file statement of claim till date. Today none was present from the side of the workman.
3. Since no statement of claim was preferred from the side of the workman, the Management No.1 and No.2 also preferred not to file any written statement of defence.
4. The initial burden to prove his case lies on the workman in which the workman has miserably failed. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman and is answered accordingly.
5. On the basis of the above discussion, following award is passed:-
A.The action of the management as mentioned in the reference is held to be just and proper.
B.The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 20-7-2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 749.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.टी.डी.सी; अध्यक्ष सह प्रबंध निदेशक, नई दिल्ली, द्वारा होटल स्लीपवेल प्राइवेट लिमिटेड, नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री मूल चांद, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ संख्या 251/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.07.2022 को प्राप्त हुआ था।

[सं. एल-42012/112/2018-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 749.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 251/2018) of the Central Government Industrial Tribunal cum Labour Court – I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to I.T.D.C through chairman cum Managing Director, New Delhi.; Hotel Sleepwell Private Limited, New Delhi and Shri Mool Chand, worker, which was received along with soft copy of the award by the Central Government on 08.07.2022.

[No. L-42012/112/2018-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT-I, NEW DELHI

Present: Smt. Parnita Mohanty

ID.NO. 251/2018

Sh. Mool Chand (Chef De Rang) S/o Late Sh. Ishwar
R/o A-168, Raja Park Dewali
Delhi-110062

...Workman

Versus

1. I.T.D.C through its chairman cum Managing Director
Scope Building, Core 8, 6th Floor,
New Delhi
2. Hotel Sleepwell Pvt. Ltd.
Room No. 12 2nd Floor, Block No. 11,
CGO Complex, Lodhi Road,
New Delhi- 110003

...Management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42012/112/2018-IR-(DU) dated 07/09/2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the option of VRS dated 14.11.2002, exercised by the workman Sh. Mool Chand (Chef De Rang) S/o Late Sh. Ishwar Dass was vitiated and invalid in law?” If yes what relief the said workman is entitled to?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.
3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.
4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 05.07.2022

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 750.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सीपीडब्ल्यूडी, पूर्वी न्यायालय (गेस्ट हाउस), जनपथ, नई दिल्ली; श्री प्रवीण शर्मा, कैपिटल आउटसोर्सिंग एंड मैनेजमेंट सर्विसेज प्रा. लिमिटेड, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्रीमती रेखा तोमर, द्वारा प्रगतिशील मजदूर संघ, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ संख्या 163/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/103/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 750.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 163/2020) of the Central Government Industrial Tribunal cum Labour Court-II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s CPWD, Eastern Court (Guest House), Janpath, New Delhi.; Shri Praveen Sharma, Capital Outsourcing & Management Services Pvt. Ltd., New Delhi and Smt. Rekha Tomar, Through, Pragtisheel Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 07.07.2022.

[No. L-42011/103/2020-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI****Present:** Smt. Pranita Mohanty**ID.NO. 163/2020**

Smt. Rekha Tomar, W/o Narender Chauhan,
Through, Pragtisheel Mazdoor Sangh,
I-148 & 161, Karampura, New Delhi-110015.

... Workman

Versus

1. M/s CPWD, Eastern Court (Guest House),
Janpath, New Delhi-110001.
2. Sh. Praveen Sharma,
Capital Outsourcing & Management Services Pvt. Ltd.,
B-323/16 Sant Nagar, New Delhi-110084.

... Managements.

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-42011/103/2020 IR (DU) dated 21.09.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether the services of the worker Smt. Rekha Tomar, W/o Narender Chauhan represented through Pragtisheel Mazdoor Sangh, New Delhi vide letter dated 17.07.2017 have been terminated illegally and/or unjustifiably by the managements of CAPITAL outsourcing and Management Services Pvt. Ltd., New Delhi (contractor) under CPWD, Eastern Court (Guest House) Janpath, New Delhi? If yes, to what relief is she entitled and what directions are necessary in this regard?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on her behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in her appearance nor has she led any evidence so as to prove her cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 4th July, 2022

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 751.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जामिया हमदर्द विश्वविद्यालय, जामिया नगर, नई दिल्ली,; मैसर्स पेरिग्रीन सिक्योरिटी प्रा. लिमिटेड, उद्योग विहार, हरियाणा, के प्रबंधन के संबद्ध नियोजकों और श्री निरंजन सिंह एवं अन्य, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 52/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/110/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 751.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2021) of the Central Government Industrial Tribunal cum Labour Court – I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Jamia Hamdard University, Jamia Nagar, New Delhi,; M/s. Peregrine Security Pvt. Ltd., Udhog Vihar, Haryana and Shri Niranjn Singh & Others, worker, which was received along with soft copy of the award by the Central Government on 14.07.2022.

[No. L-42011/110/2020-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT-I, NEW DELHI

Present: Smt. Parnita Mohanty

ID.NO. 52/2021

Sh. Niranjn Singh & Others
Through Bhartiya labour Union, B-86,
Sanjay Colony Road, Okhla Phase-II,
Delhi-110020

...Workman

Versus

1. Jamia Hamdard University.
Jamia Nagar, New Delhi-110062.
2. M/s. Peregrine Security Pvt. Ltd.
Plot No. 458, Udhog Vihar, Phase-V,
Gurgaon Near Post Office,
Haryana-122001.

...Management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/110/2020-IR-(DU) dated 05/11/2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the dispute raised by Bhartiya Labour Union vide letter dated 08.06.2017 that the services of the workers mentioned in letter dated 08.06.2017 have been terminated by the management of M/s Peregrine Security Private Limited, Haryana (contractor) under Jamia Hamdard University, New Delhi illegally and/or unjustifiably is proper, legal and justified and if so, to what relief are they entitled and what directions are necessary in regard?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 04.07.2022.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 752.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एनबीसीसी लिमिटेड, एनबीसीसी प्लेसमेंट, नई दिल्ली; ऐनी टाइम सिक्योरिटी, तुगलकाबाद एक्सटेंशन, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों श्री रवि कुमार, द्वारा राष्ट्रीय व्यापार कर्मचारी कांग्रेस, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ संख्या 160/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.07.2022 को प्राप्त हुआ था।

[सं. एल-42012/13/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 752.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 160/2020) of the Central Government Industrial Tribunal-cum-Labour Court-II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to NBCC Limited, NBCC Placement, New Delhi.; Any Time Security, Tuglakabad Extension, New Delhi and Shri Ravi Kumar, Through Rashtriya Trade Employees Congress, which was received along with soft copy of the award by the Central Government on 07.07.2022.

[No. L-42012/13/2020-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present: Smt. Pranita Mohanty

ID.NO.160/2020

Shri Ravi Kumar, S/o Sh. Murari Lal,
Through – Rashtriya Trade Employees Congress,
52-C, Okhla Estate, Phase-III, New Delhi-110029.

... Workman

Versus

1. NBCC Ltd.
NBCC Placement, V.P Marg,
Lodhi Road, Pragati Vihar, New Delhi-110003.

2. Any Time Security,
TA -01, Main Okhla Road,
Tuglakabad Extension, New Delhi-110019.

...Managements

AWARD

In the present case, a reference was received from the appropriate Government vide reference No. L-42012/13/2020 IR(DU) dated 15.09.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether the termination of the services of the workman Sh. Ravi Kumar S/o Shri Murari Lal as raised through Rashtriya Trade Employees Congress by the management of M/s NBCC Limited and M/s Any time Security is proper, legal and justified? If yes, to what relief is he entitled and what directions are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the management. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 4th July, 2022.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 753.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सदस्य सचिव, केन्द्रीय रेशम बोर्ड, कपड़ा मंत्रालय, सरकार भारत, बेंगलोर,; निदेशक, केन्द्रीय रेशम बोर्ड, कपड़ा मंत्रालय, सरकार भारत, रांची झारखंड, रांची, सहायक निदेशक, केन्द्रीय तसर अनुसंधान प्रशिक्षण संस्थान, (विस्तार) केंद्र, केन्द्रीय रेशम बोर्ड, कोरबा, के प्रबंधन के संबंध में नियोजकों और श्री भुवन पाल, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/114/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 28.06.2022 को प्राप्त हुआ था।

[सं. एल-42012/274/2003-आईआर (सीएम-II)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 753.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/114/2004) of the Central Government Industrial-Tribunal-cum Labour Court – Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Member Secretary, Central Silk Board, Ministry of Textile, Govt. of India, Bangalor,; The Director Central Silk Board, Ministry of Textile, Govt. of India, Ranchi Jharkhand, Ranchi,; The Assistant Director, Central Tasar Research Training Institute, (Extension Centre, Central Silk Board, Korba, and Shri Bhuvan Pal, Worker, which was received along with soft copy of the award by the Central Government on 28.06.2022.

[No. L-42012/274/2003-IR(CM-II)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR
NO. CGIT/LC/R/114/2004

Present: P. K. Srivastava, H.J.S. (Retd)

Shri Bhuvan Pal,
 S/o Shri Pawanath,
 Village Rampur, Via Katghora,
 District Korba (Chhattisgarh)

...Workman

Versus

The Member Secretary,
 Central Silk Board,
 Ministry of Textile, Govt. of India,
 C.S.B Complex , BTM Lay Out
 Medivala, Bangalor-560068.

The Director
 Central Silk board,
 Ministry of Textile,
 Govt. of India,
 Cillage, PO-Piska Nagadi,
 Ranchi Jharkhand,
 Ranchi 825303.

The Assistant Director,
 Central Tasar Research Training Institute,
 (Extension Centre, Central Silk Board,
 Village and PO Katghora,
 District Korba-495449

...Management

AWARD

(Passed on 14-6-2022)

As per letter dated 8/11/2004 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42012/274/2003-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of Central Tasar Research and Training Institute(under Silk Board) in terminating the services of Shr Bhuvan Pal, S/o Shri Pawanath and regularising the services of his juniors overlooking his seniority is legal and justified? If not, to what relief the workman is entitled to?”

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defence.
2. The case of the workman as stated in his statement of claim is that the workman was working in the Rampur Farm of Management under O.P.No.3 i.e. The Assistant Director, Central Tasar Research Training Institute(Extension Centre) Central Silk board since 1983 and engaged in rearing work for so many years. The non-applicants collected employees provident fund subscriptions from his wages regularly till 2001 but never supplied the EPF slips. The workman approached the management to regularize his services but the Management terminated his services instead of regularizing without any notice or compensation which is against law. The workman raised a dispute before the Assistant Labour Commissioner Central Bilaspur. After failure of conciliation, the reference was sent by the Central Government to this Tribunal for adjudication. According to the Workman the action of management in terminating the workman without any notice or compensation or inquiry is illegal and arbitrary because the workman had completed continuous service of more than 240 days in every year including the year preceding the date of his termination. It is violative of Section 25F of the Industrial Disputes Act, 1947(hereinafter referred to as the word 'Act'). Accordingly the workman has prayed that setting aside his termination, he be reinstated with all back wages and benefits.
3. The case of management in brief is that the Management is a Research Institute engaged in production of tasar silkworm basic seed, production of seed cocoons by conducting rearing's of tasar silk worms, raising and maintenance of eco plantation of tasar food plants; and training of farmers and rearer's. It cannot be said to be an industry within the meaning of Section 2(j) of the Act. It is also the case of the Management that each season the daily

wagers are engaged for conducting seasonal activity generally from 45 to 50 days in one spell. It never extends to 140 days in three spell in a year. After completion of one season, the daily wagers are discontinued. The are engaged from labour market and paid on daily basis. The workman might also be one of the daily wager. He has not been appointed against any vacancy following the recruitment procedure. Hence his dis-engagement does not fall under Section 2(oo) (b) of the Act. The workman is not entitled to be regularized in the light of the law laid down by Hon'ble the Apex Court in the case of **State of M.P. & Others Vs. Lalit Kumar Verma**(2007) 1 SCC 575. Accordingly the management has prayed that the reference be answered against the workman.

4. The workman has filed rejoinder, wherein he has reiterated his claim as mentioned in his statement of claim. The workman filed an application for directing the Management to produce original documents as mentioned in the application and affidavit which was allowed by my learned Predecessor. It was also mentioned in the order allowing the application that in case the management fails to produce these documents summoned, the workman shall be at liberty to prove these documents by way of secondary evidence.

5. The workman filed his affidavit as his examination in chief. He was cross-examined by learned counsel for the Management. The workman did not care to prove any photocopy documents. The Management has not examined any witness.

6. None appeared from the side of the workman at the time of argument. No written argument was filed. I have heard arguments of Shri R.C.Shrivastava, learned counsel for the Management and have gone through the record.

7. **The Reference is the issue, for determination in the case in hand.”**

8. The pleadings of the parties have been elaborated earlier. Before entering into merits, the following provisions (Section 2(j), 2(oo)(b), 25B and 25F of the of Industrial Disputes Act,1947) are being referred as follows:-

Section 2(j) “INDUSTRY” MEANS ANY BUSINESS, TRADE, UNDERTAKING, MANUFACTURE OR CALLING OF EMPLOYERS AND INCLUDES ANY CALLING, SERVICE, EMPLOYMENT, HANDICRAFT, OR INDUSTRIAL OCCUPATION OR AVOCATION OF WORKMEN;

2[(oo) “retrenchment” means the termination by the employer of the service of a workman for any any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include— (a) voluntary retirement of the workman;

or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf;

Section 25 B:-

Definition of continuous service.-

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice: 1[*] (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]**

9. In the light of the decision of Hon'ble the Apex court in the case of **Bangalore Water Supply Board Vs. A. Rajappa and Others**, AIR (1978)SC 553, the Management is an industry as defined in the Act and is held accordingly.

10. For getting his termination declared against law the workman has to prove firstly his continuous engagement for 240 days or more in a year atleast in the year preceding the date of his dis-engagement and secondly that his services were terminated without any notice or compensation.

11. As regards the point of continuous service, there is on record the self serving statement of workman on oath. The workman side has not cared to prove the photocopy documents though they were given permission to prove it by way of secondary evidence. In his affidavit as his examination in chief, he has reiterated his case as mentioned above. He has stated that he was first engaged on 10/4/1983 and disengaged on 15/7/1999. In his cross examination, he admitted that he had worked only for four to five months in a year for which he as paid. Hence it is held that the workman could not prove his continuous engagement for 240 days in a year as defined under Section 25B of the Act. The fact that he was dis-engaged without any notice or compensation is not disputed between the parties. In the light of the above finding, the dis-engagement of the workman is held not against law. Consequently, the workman is held not entitled to any relief.

12. On the basis of the above discussion, following award is passed:-

A. The action of the management of Central Tasar Research and Training Institute (under Silk Board) in terminating the services of Shri Bhuvan Pal, S/o Shri Pawanath and regularising the services of his juniors overlooking his seniority is held not against law.

B. The workman is held entitled to no relief.

13. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 14-6-2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 754.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सदस्य सचिव, केन्द्रीय रेशम बोर्ड, कपड़ा मंत्रालय, सरकार भारत, बँगलोर, निर्देशक, केन्द्रीय रेशम बोर्ड, कपड़ा मंत्रालय, सरकार भारत, राँची झारखंड, राँची, सहायक निदेशक, केन्द्रीय तसर अनुसंधान प्रशिक्षण संस्थान, (विस्तार) केंद्र, केन्द्रीय रेशम बोर्ड, कोरबा, के प्रबंधन के संबद्ध नियोजकों और श्री सोहन दास, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/92/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 28.06.2022 को प्राप्त हुआ था।

[सं. एल-42012/277/2003-आईआर (सीएम-II)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 754.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/92/2004) of the Central Government Industrial Tribunal cum Labour Court-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Member Secretary, Central Silk Board, Ministry of Textile, Govt. of India, Bangalor.; The Director, Silk board, Ministry of Textile, Govt. of India, Ranchi Jharkhand, Ranchi.; The Assistant Director, Central Tasar Research Training Institute, (Extension Centre, Central Silk Board, Korba, and Shri Sohan Das, Worker, which was received along with soft copy of the award by the Central Government on 28.06.2022.

[No. L-42012/277/2003-IR(CM-II)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/92/2004

Present: P. K. Srivastava, H.J.S. (Retd)

Shri Sohan Das,
S/o Shri Harbhajan Das
Village Rampur, Via Katghora,
District Korba (Chhattisgarh)

... Workman

Versus

The Member Secretary,
Central Silk Board,
Ministry of Textile, Govt. of India,
C.S.B Complex , BTM Lay Out
Medivala, Bangalor-560068.

The Director
Central Silk board,
Ministry of Textile,
Govt. of India,
Village, PO-Piska Nagadi,
Ranchi Jharkhand, Ranchi 825303.

The Assistant Director,
Central Tasar Research Training Institute,
(Extension Centre,Central Silk Board,
Village and PO Katghora,
District Korba-49544

AWARD**(Passed on 14-6-2022)**

As per letter dated 13/8/2004 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L 42012/277/2003-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of Central Tasar Research and Training Institute(under Silk Board) in terminating the services of Sh. Sohan Das, S/o Shri Hharbhajan Das and regularising the services of his juniors overlooking his seniority is legal and justified? If not, to what relief the workman is entitled to?” .”

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defence.

2. The case of the workman as stated in his statement of claim is that the workman was working in the Rampur Farm of Management under O.P.No.3 i.e. The Assistant Director, Central Tasar Research Training Institute(Extension Centre) Central Silk board since 1984 and engaged in rearing work for so many years. The non-applicants collected employees provident fund subscriptions from his wages regularly till 2001 but never supplied the EPF slips. The workman approached the management to regularize his services but the Management terminated his services instead of regularizing without any notice or compensation which is against law. The workman raised a dispute before the Assistant Labour Commissioner Central Bilaspur. After failure of conciliation, the reference was sent by the Central Government to this Tribunal for adjudication. According to the Workman the action of management in terminating the workman without any notice or compensation or inquiry is illegal and arbitrary because the workman had completed continuous service of more than 240 days in every year including the year preceding the date of his termination. It is violative of Section 25F of the Industrial Disputes Act,1947(hereinafter referred to as the word'Act'). Accordingly the workman has prayed that setting aside his termination, he be reinstated with all back wages and benefits.

3. The case of management in brief is that the Management is a Research Institute engaged in production of tasar silkworm basic seed, production of seed cocoons by conducting rearing's of tasar silk worms, raising and maintenance of eco plantation of tasar food plants; and training of farmers and rearer's. It cannot be said to be an industry within the meaning of Section 2(j) of the Act. It is also the case of the Management that each season the daily wagers are engaged for conducting seasonal activity generally from 45 to 50 days in one spell. It never extends to 140

days in three spell in a year. After completion of one season, the daily wagers are discontinued. The are engaged from labour market and paid on daily basis. The workman might also be one of the daily wager. He has not been appointed against any vacancy following the recruitment procedure. Hence his dis-engagement does not fall under Section 2(oo) (b) of the Act. The workman is not entitled to be regularized in the light of the law laid down by Hon'ble the Apex Court in the case of **State of M.P. & Others Vs. Lalit Kumar Verma**(2007) 1 SCC 575. Accordingly the management has prayed that the reference be answered against the workman.

4. The workman has filed rejoinder, wherein he has reiterated his claim as mentioned in his statement of claim. The workman filed an application for directing the Management to produce original documents as mentioned in the application and affidavit which was allowed by my learned Predecessor. It was also mentioned in the order allowing the application that in case the management fails to produce these documents summoned, the workman shall be at liberty to prove these documents by way of secondary evidence.

5. The workman filed his affidavit as his examination in chief. He was cross-examined by learned counsel for the Management. The workman did not care to prove any photocopy documents. The Management has not examined any witness.

6. None appeared from the side of the workman at the time of argument. No written argument was filed. I have heard arguments of Shri R.C.Shrivastava, learned counsel for the Management and have gone through the record.

7. The Reference is the issue, for determination in the case in hand.

8. The pleadings of the parties have been elaborated earlier. Before entering into merits, the following provisions (Section 2(j), 2(oo)(b), 25B and 25F of the of Industrial Disputes Act, 1947) are being referred as follows:-

Section 2(j) "INDUSTRY" MEANS ANY BUSINESS, TRADE, UNDERTAKING, MANUFACTURE OR CALLING OF EMPLOYERS AND INCLUDES ANY CALLING, SERVICE, EMPLOYMENT, HANDICRAFT, OR INDUSTRIAL OCCUPATION OR AVOCATION OF WORKMEN;

2[(oo) "retrenchment" means the termination by the employer of the service of a workman for any any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include— (a) voluntary retirement of the workman;

or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf;

Section 25 B:-

Definition of continuous service.-

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice: 1[*] (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]**

9. In the light of the decision of Hon'ble the Apex court in the case of **Bangalore Water Supply Board Vs. A. Rajappa and Others**, AIR (1978)SC 553, the Management is an industry as defined in the Act and is held accordingly.

10. For getting his termination declared against law the workman has to prove firstly his continuous engagement for 240 days or more in a year atleast in the year preceding the date of his dis-engagement and secondly that his services were terminated without any notice or compensation.

11. As regards the point of continuous service, there is on record the self serving statement of workman on oath. The workman side has not cared to prove the photocopy documents though they were given permission to prove it by way of secondary evidence. In his affidavit as his examination in chief, he has reiterated his case as mentioned above. He has stated that he was first engaged on 4/1/1984 and disengaged on 15/7/1999. In his cross examination, he admitted that he had worked only for four to five months in a year for which he as paid. Hence it is held that the workman could not prove his continuous engagement for 240 days in a year as defined under Section 25B of the Act. The fact that he was dis-engaged without any notice or compensation is not disputed between the parties. In the light of the above finding, the dis-engagement of the workman is held not against law. Consequently, the workman is held not entitled to any relief.

12. On the basis of the above discussion, following award is passed:-

A. The action of the management of Central Tasar Research and Training Institute (under Silk Board) in terminating the services of Sh. Sohan Das, S/o Shri Bharghajan Das and regularising the services of his juniors overlooking his seniority is held not against law.

B. The workman is held entitled to no relief.

13. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 14-6-2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2022

का.आ. 755.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधक, भारत सरकार प्रेस, खन्नानगर कोराट्टी, त्रिशूर के प्रबंधन के संबद्ध नियोजकों और श्री शाजू एंटनी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम के पंचाट (संदर्भ संख्या 45/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.07.2022 को प्राप्त हुआ था।

[सं. एल-42025/7/2022-19-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 29th July, 2022

S.O. 755.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2014) of the Central Government Industrial Tribunal cum Labour Court - Ernakulum as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, Government of India Press, Khannanagar P.O. Koratty, Thrissur and Shri. Shaju Antony, worker, which was received along with soft copy of the award by the Central Government on 12.07.2022.

[No. L-42025/7/2022-19-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT,
ERNAKULAM

Present: Shri. V. Vijaya Kumar, B.Sc, LLM, Presiding Officer.

(Friday the 4th day of April 2022, 3 Asadha 1944)

ID No. 45/2014

Workman/Union : Sri. Shaju Antony
 Kannampuzha House
 Thirumudikkunnu
 Koratty East P.O.
 Thrissur- 680308
 By Adv. Ashok B. Shenoy

Management : The Manager
 Government of India Press
 Khannanagar P.O.
 Koratty
 Thrissur - 680309
 By Adv. C. Anil Kumar

This case coming up for final hearing on 01.02.2021 and 01.12.2021 and this Industrial Tribunal-cum-Labour Court on 04.04.2022 passed the following:

AWARD

1. This is an application filed U/s 2A(2) of the Industrial Disputes Act, 1947.
2. The Management is the employer of Govt of India Press which is a factory governed by the provisions of Factories Act, 1948. The workman was employed as an unskilled helper by the Management in the Govt of India Press from 07.09.2009. He was employed continuously and regularly against the regular and permanent vacancy to do regular and permanent nature of duties of unskilled helper. While so, the workman's services were terminated on 18.07.2013 without any reason. The workman raised an industrial dispute challenging the termination of services before the Assistant Labour Commissioner (Central). The conciliation proceedings ended in failure with no settlement having been reached between the parties. The termination of the services of the workman by the Management amounts to retrenchment. Though the workman worked continuously from 07.09.2009 to 18.07.2013 the Management did not issue notice of retrenchment nor paid the workman wages in lieu of such notice as mandated by Sec 25F of Industrial Disputes Act, 1947. The Management also did not pay any retrenchment compensation mandated U/s 25F of the Act. The retrenchment of the workman is therefore illegal and unjust. Employees much junior to him in service are retained in the service of the Management. This is violation of Sec 25G of Industrial Disputes Act, 1947. Fresh and new hands have been employed by the Management against the same work and jobs for which the workman was employed, without affording to the workman an opportunity for re-employment. This is violation of Sec 25H of Industrial Disputes Act. The workman was treated by the Management as a temporary and casual workman against permanent vacancy to deprive him the status and privilege of a permanent workman. The Management therefore violated the provisions of ID Act since the practice amounts to unfair labour practice prohibited U/s 25T of the Industrial Disputes Act. Since retrenchment from service of the Management, the workman was without any job.
3. The Management filed written statement denying the above allegations. Even though it is stated in the claim statement that the services of the workman was terminated on 30.09.2010 a complaint is filed before the Conciliation Officer only on 29.07.2013. The application U/s 2A(2) of the ID Act is filed on 12.09.2014. Sec 2(A)(3) of the ID Act provides that an application U/s 2A(2) shall be made to the Labour Court or Tribunal before the expiry of 3 years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in Sub-sec (1). The present dispute is raised after 4 years after the alleged termination and the industrial dispute is therefore not maintainable.
4. The Management is an organization under the Ministry of Urban Development, Govt. of India engaged in printing national and public documents exclusively for Govt. Govt. of India Press is not an industry coming under the definition of Sec 2(j) of ID Act.
5. The workman was not employed by the Management. During 2009-10 in order to meet the exigency of urgent work, some workers were outsourced from a local self help group, Mathruka Purushaganam Self Help Group. An agreement was executed with the group for supplying five unskilled helpers on daily wage basis. Necessary

approval was taken from the competent authority. The workman herein is one among the 5 labourers supplied by the Self Help Group. The Management never paid any wages to any of the workers supplied by the group. The workman failed to implead the real employer in this dispute and therefore the dispute is to be rejected for non-joinder of necessary parties. On completion of the urgent work, the engagement of all the outsourced unskilled workers were discontinued w.e.f. 01.10.2010. The decision of the Management was communicated to the Self Help Group vide letter dt.30.09.2010. The workman's services were not terminated by the Management as he was not engaged by the Management. During the pendency of the conciliation proceedings the workman approached the Hon'ble High Court seeking similar reliefs by filing W.P.(C) no.25786/2013. The Secretary, Mathruka Purushaganam Self Help Group was a party before the Hon'ble High Court. The workman withdrew the writ petition. The workman was engaged by the contractor and therefore there is no termination of service by the Management as alleged by the workman. Since there is no employer-employee relationship between the workman and the Management, the Management is not liable to issue notice, notice pay or compensation to the workman. In the agreement entered into between the Management and the Self Help Group, it was made clear that no claim shall lie against the Management for regular posts for those engaged through the group. The allegation that employees much junior in service to the workman are retained in service by the Management is not correct. During 2011 there was some urgent additional work. Hence the services of unskilled helpers from Mathruka Purushaganam Self Help Group and Oruma Activity group were taken. The workman here in was one among such outsourced workers engaged from 01.08.2011. He continued to work till 18.07.2013, when the requirement of the additional workers engaged through Self Help Group were over. The additional work load was not perennial in nature and there is no requirement of unskilled workers on a permanent basis. The allegation regarding unfair labour practice is false and therefore denied. The workman worked for wages through Self Help Group from 01.08.2011 to 18.07.2013 in the Management company. In 2013 the workman approached the Hon'ble Central Administrative Tribunal, Ernakulam Bench seeking similar relief in O.A.no.678/2013. The Hon'ble Tribunal dismissed the application vide order dt.23.07.2013. There is a specific finding by the Tribunal that the workman was engaged through a contractor. The attempt of the workman is to get a back door entry in Govt service in violation of the dictum laid down by the Hon'ble Supreme Court in **State of Karnataka and others Vs Uma Devi and others**, 2006 (4)SCC 1.

6. The workman filed I.A. No.54/2015 seeking to amend the claim petition filed by him in view of certain inadvertent mistakes that crept into the claim application. The workman sought to substitute the date appearing as 30.09.2010 in various paras as 18.07.2013. The Management opposed the application on the ground that in the pretext of typographical error, the workman is trying to get over the preliminary objection of limitation raised by the Management in the written statement. This Tribunal vide order dt.07.01.2016 allowed the I.A to rectify the typographical error in the claim application on the ground that whether the new dates in the amendment application is factually true or otherwise is a matter to be decided while considering the contentions in the industrial dispute.

7. In view of the amendments the Management was allowed to file additional written statement. The Management filed the additional written statement. According to the Management the claim of the workman that his services were terminated on 18.07.2013 is false and the same is made in order to get over the limitation prescribed in Sec 2A(2) of the ID Act. No case has been made out by the workman to prove that he was terminated on 18.07.2013.

8. The workman filed rejoinder in line with the claim application filed by him. The workman was engaged by the Management from 07.09.2009 till 18.07.2013. He was employed continuously and regularly against the regular and permanent vacancy to do regular and permanent nature of duties of unskilled helper under the direct control and supervision of the technical officers of the Press. The workman used to sign in the Muster Roll in the Management company. The two agencies who are claimed to have supplied workmen and through whom salary was paid every month and as also the agreement purported to have been signed with the said agencies constitute a sham arrangement to deny employer-employee relationship. The services of the workman was terminated on 18.07.2013 on the ground of poor budgetary allocation from the Govt of India for making payments of salary to the workman. The termination of the workman was effected on the plea of financial constraints as admitted by the Management before the Assistant Labour Commissioner (Central) during conciliation proceedings. The workman is not party to the agreement waiving the legitimate right available to the workman under the law of the land. The Management was well aware of the dictum laid down by the Hon'ble Supreme Court in **State of Karnataka and others Vs Uma Devi and others** when they appointed the workman on 07.09.2009. The Management admitted in the written statement that the workman was terminated on 18.07.2013.

9. After completion of pleadings the workman examined himself as WW1 and marked Exbt.W1, Exbt.M1 and M2. The Management examined MW1 and marked Exbts.M3 to M9 through him.

10. After completion of evidence the following issues are framed for adjudication

1. Whether the industrial dispute is maintainable ?
2. Whether the termination of the services of the workman by the Management is illegal and unjust ?
3. Relief and cost ?

11. Issue No. 1

The learned Counsel for the Management argued that the present industrial dispute is filed U/s 2A(2) of the Industrial Dispute Act and the claim of the workman is that he was terminated from the service of the Management on 30.09.2010. The present industrial dispute is filed on 12.09.2014. As per Sec 2A(3), an application U/s 2A(2) shall be filed before the Labour Court or Tribunal before the expiry of 3 years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in Sub-sec (1). Since the industrial dispute is filed after the period of 3 years from the date of alleged termination on 30.09.2010, the industrial dispute is not maintainable.

12. During the course of this proceedings, the workman filed an application to amend the claim statement. Basically the amendment sought was to correct the date of termination of the workman as 18.07.2013 instead of 30.09.2010. The application for amendment was strongly opposed by the Management. However considering the fact that the amendment application sought only to rectify the typographical error in the claim petition, the same was allowed by this Tribunal vide order dt.07.01.2016. In the written statement filed by the Management also it was agreed by the Management that the services of the workman was utilized through two Self Help Groups till 18.07.2013. Taking the date of termination of the workman as 18.07.2013 the claim application is filed within the time period stipulated U/s 2A(3) of the ID Act.

Hence the preliminary objection raised by the Management is decided in favour of the workman and against the Management.

13. Issue No. 2 & 3

The basic contention of the Management is that the workman is engaged through a contractor M/s. Mathruka Purushaganam Self Help Group in the initial stages and later through M/s. Oruma Activity Group. According to the learned Counsel for the Management, during the year 2009-10, to meet the exigency of some additional work, 5 persons were engaged through M/s. Mathruka Purushaganam Self Help Group. A copy of the agreement between the Management and M/s. Mathruka Purushaganam Self Help Group dt.28.08.2009 is produced and marked as Exbt.M5 to substantiate their claim. The workman was one among the 5 labourers supplied by the Self Help Group. On completion of the work, the Management disengaged the outsourced labourers w.e.f. 01.10.2010. Exbt.M4 is the communication issued by the Management to the Self Help Group informing them that the services of the 5 casual labourers on daily wages provided by them to discharge the urgent jobs is not required w.e.f. 01.10.2010. Subsequently in view of additional work, 5 persons were engaged through two Self Help Groups from 01.08.2011 to 18.07.2013. The workman was one among the 5 persons deployed by the Self Help Groups and their services were terminated vide Exbt.M3 letter dt.20.09.2013 w.e.f. 01.10.2013. According to the learned Counsel for the Management, the workman was engaged through the above Self Help Groups and there is no employer-employee relationship between the Management and the workman. According to the learned Counsel for the workman, the agreement now produced by the Management is only a sham arrangement to pay the salary/wages to the employees and infact the workers were directly working under the supervision of the technical officers of the Management. He also pointed out that there is no agreement between the Management and M/s.Oruma Activity Group.

14. It is seen that the workman was engaged through M/s. Mathruka Purushaganam Self Help Group for the period from 07.09.2009 till 01.10.2010. Thereafter there is no contract between the Self Help Group and the Management to extend the services of the Self Help Group but the workman continued working with the Management from 01.08.2011 to 18.07.2013. Further it is also seen that there is no agreement between M/s. Oruma Activity Group and the Management. The workman in his deposition had clearly stated that M/s. Oruma Activity Group is not at all in existence and when he joined the Management during the second spell he was directly taken by the Management, though the salary was routed through the Self Help Group. He also stated in the box that he was doing the work of the regular employees and his work was being supervised by the officers of the Management. He further stated that his services were terminated in view of the financial constraints of the Management. It can be seen from the available evidence that the so called contract between the Management and the Self Help Groups was a sham arrangement for the purpose of denying the statutory benefits to the workman. The Hon'ble Supreme Court of India in **Bhilwara Dugdh Utpadak Sahakari Sang Ltd Vs Vinod Kumar Sharma**, 2011 KHC 4769 considered this kind of arrangement as a subterfuge to deny the statutory benefits to the employees. In the above case the Management took a stand that the workmen were engaged through contract. The Hon'ble Supreme Court held that

“Para 2. In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are, infact, the employees of a contractor. It is high time that this subterfuge must come to an end.

Para 3. Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by

some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

Para 4. This Court cannot countenance such practices any more. Globalization/liberalization in the name of growth cannot be at the human cost of exploitation of workers “.

15. In an earlier decision, the Hon'ble Supreme Court considered a similar question whether 29 workmen engaged by the Management through contract can be considered as workmen of the Management. In **Hussainbhai Vs The Alath Factory Thozhilali Union**, 1978 KHC 625 the Hon'ble Supreme Court held that

Para 5. The true test may, with brevity, be indicated once again. Where a worker or group of workers labourers to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the worker's subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship *ex contractu* is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like may be resorted to when labour legislation casts welfare obligations on the real employer, based on Articles 38, 39, 42, 43 and 43A of the Constitution. The Court must be astute to avoid the mischief and achieve the purpose of law and not be misled by the maya of legal appearances.

Para 6. If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the Management cannot snap the real life -bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off “.

Applying the above test to the facts of the present case, it is very clear that the workman was doing the regular work of the Management under the supervision and control of the technical supervisors. The Management therefore cannot plead that the workman is only a contract employee and therefore he is not entitled to the benefits under the ID Act.

16. The learned Counsel for the Management pleaded that the Management is a Department of Govt and it has to follow the recruitment and reservation rules made by the Govt for public appointments, in view of the decision of the Hon'ble Supreme Court in **State of Karnataka Vs Uma Devi**, 2006 4 SCC 1. The learned Counsel for the workman argued that the dictum laid down in the above decision is clearly distinguishable. In **Ajaypal Singh Vs Haryana Warehousing Corporation**, (2015) 6 Supreme Court Cases 321 the Hon'ble Supreme Court considered the decision in **Uma Devi's** case (Supra) and held that ;

“17. In **Uma Devi's** case, (3) this Court held that adherence to the rule of equality in public employment is a basic feature of our Constitution and since rule of law is a core of our Constitution, a Court would certainly be disabled from passing an order upholding a violation of Article 14 or in ordering the overlooking of the need to comply with the requirements of Article 14 read with Article 16 of the Constitution of India. The provisions of the Industrial Disputes Act and powers of the Industrial and Labour Court provided therein were not at all under consideration in **Uma Devi's** case (3). The issue pertaining to unfair labour practice was neither the subject matter for decision nor was decided in **Uma Devi's** case.

18. We have noticed that Industrial Dispute Act is made for the settlement of industrial disputes and certain other purposes as mentioned therein. It prohibits unfair labour practice on the part of the employer in engaging employees as casual or temporary employees for long period without giving them the status and privilege of permanent employees.

19. Sec 25F of the Industrial Disputes Act, 1947 stipulates conditions precedent for retrenchment of workmen. A workman employed in any industry who has been in continuous service for not less than one year under an employer is entitled to benefit under the said provisions if the employer retrenches the workman. Such a workman cannot be retrenched until he/she is given one month notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice wages for the period of the notice apart from compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of 6 months. It also mandates the employer to serve a notice in the prescribed manner on the appropriate Govt or such Authority as may be specified by appropriate Govt by notification in the official Gazette. If any part of the provisions of Sec 25F is violated and the employer there by, resorts

to unfair trade practice with the object to deprive the workman with privilege as provided under the Act, the employer cannot justify such an action by taking a plea that the initial appointment of the employee was in violation of Articles 14 & 16 of the Constitution of India.

(20) - - - - -

(21) - - - - -

Para 22. It is always open to the employer to issue an order of “retrenchment” on the ground that the initial appointment of the workman was not in conformity with Article 14 & 16 of the Constitution of India or in accordance with rules. Even for retrenchment for such ground, unfair labour practice cannot be resorted to and thereby the workman cannot be retrenched on such ground without notice, pay and other benefits in terms of Sec 25F of the Industrial Disputes Act, 1947, if continued for more than 240 days in a calendar year”.

The above decisions was also quoted with approval by the Hon’ble Supreme Court in **Durgapur Casual Workers Union and others Vs Food Corporation of India and others**, (2015) 5 SCC 786. The Hon’ble Court held that an undertaking of the government which comes within the meaning of ‘industry’ or its establishment cannot justify its illegal action including unfair labour practice nor can ask for different treatment on the ground that public undertaking is guided by Articles 14 & 16 of Constitution of India and the private industries are not guided by 14 & 16 of the Constitution. In **Umrula Grama Panchayat Vs Secretary, Municipal Employees Union**, 2015 12 SCC 775 the Hon’ble Supreme Court directed that the services of the workmen in that case be regularized and made permanent since they worked for more than 240 days in a calendar year.

17. The learned Counsel for the workman argued that the services of the workman was illegally terminated by the Management w.e.f. 18.07.2013. According to him, the termination of service of the workman resorted to by the Management amounts to retrenchment. Though the workman was employed continuously from 07.09.2009 to 18.07.2013, the Management failed to issue notice of retrenchment nor paid the workman wages in view of such notice as mandated by Sec 25F of ID Act. The Management also failed to pay retrenchment compensation to the workman. As per Sec 25F, no workman employed in any industry who has been in continuous service for not less than one year under the Management shall be retrenched until the workman has been given one month notice in writing or the workman has been paid in lieu of such notice wages for the period of notice. Further the workman ought to have been paid retrenchment compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of 6 months. As per Sec 25B, continuous service means that the workman should have worked for 240 days for a period of one year prior to his date of termination by the Management. It is the responsibility of the workman to prove that he was engaged for 240 days one year immediately prior to his date of termination. In this case except for a pleading by the workman in his evidence that he was employed by the Management continuously from 07.09.2009 to 17.07.2013 there is no evidence to support the claim of the workman that he worked continuously for 240 days in a year immediately prior to his termination. The workman made no attempt to discharge his initial onus by producing documents in his possession or call for the documents from the Management to substantiate his claim that he worked for 240 days one year prior to his termination. Though the workman claimed that he signed the Muster Roll maintained by the Management, the same was not called for in this proceedings. Having failed to prove that the workman worked for 240 days, one year prior to his termination, the workman cannot claim that there was violation of Sec 25F of the ID Act. The workman pleaded that he was terminated from the services of the Management in violation of Sec 25G of the ID Act on the ground that employees much junior in service to him were retained in service when he was terminated. The workman did not lead any evidence to substantiate and support violation of Sec 25G. The workman also alleged that the Management appointed fresh hands against the post held by him for doing the same job however there is absolutely no evidence to support the claim of the workman. The workman also alleged that the Management violated Sec 25T of ID Act by resorting to unfair labour practice. There is no evidence to support that any permanent or temporary employee is appointed by the Management in the place of the workman and hence there is no basis in the allegation of the workman that Sec 25T of ID Act is violated by the Management.

18. Considering the facts, pleadings and evidence in this case, I am inclined to hold that the termination of the workman from the service of the Management is not in violation of Sec 25F, 25G, 25H and 25T of the ID Act, 1947.

Hence the workman is not entitled to claim the benefit of reinstatement claimed in this industrial dispute.

19. Hence an award is passed holding that the workman is not entitled for any benefits claimed by him in this industrial dispute.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 4th day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX**Witness for the Workman:-**

WW1 - Sri. Shaju Antony, dt.10.10.2019

Witness for the Management:-

MW1 - Sri. M. Dinakaran, dt.24.01.2020

Exhibits for the Workman:-

- W1 - True copy of certificate dt.09.07.2014 issued by the Assistant Labour Commissioner (Central), Ernakulam
- M1 - Copy of order dt.23.07.2013 of Hon'ble Central Administrative Tribunal, Ernakulam Bench in O.A. No.678/2013
- M2 - Copy of judgment dt.11.06.2014 of Hon'ble High Court of Kerala in W.P.(C) no.25786/2013

Exhibits for the Management:-

- M3 - Copy of the letter dt.20.09.2013 issued by the Management to the Secretary, Mathruka Purushaganam and Secretary, Oruma Activity Group
- M4 - Copy of the letter dt.30.09.2010 issued by the Management to the Secretary, Mathruka Purushaganam
- M5 - Copy of the agreement dt.28.08.2009 entered between the Management and Secretary, Mathruka Purushaganam
- M6 - Copy of Office Memorandum dt.29.09.2017 issued by Ministry of Housing & Urban Affairs, Govt of India
- M7 - Copy of Office Memorandum dt.06.10.2017 issued by Ministry of Housing & Urban Affairs, Govt of India
- M8 - Copy of order dt.11.12.2017 issued by Ministry of Housing & Urban Affairs, Govt of India with its annexures
- M9 - Copy of order dt.11.12.2017 issued by Ministry of Housing & Urban Affairs, Govt of India

नई दिल्ली, 10 अगस्त, 2022

का.आ. 756.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रेलवे के लिए केन्द्रीय संगठन विद्युतीकरण के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 44/2019) को प्रकाशित करती है।

[सं. एल-41011/39/2016-आईआर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 10th August, 2022

S.O. 756.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2019) of the Cent. Govt. Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Central Organization for Rly. Electrification and their workmen.

[No. L-41011/39/2016- IR(B-1)]

D. GUHA, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT, LUCKNOW

PRESENT : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 44/2019

Ref. No. L-41011/39/2016 - IR(B-I) dated: 14.09.2018

BETWEEN :

Sh. S. N. Srivastava, General Secretary
Rail Sewak Sangh
J-422, Indralok Colony
Kanpur Road, Lucknow-226023

AND

The General Manager
Central Organization for Rly. Electrification
Nawada Yusuf Road
Allahabad – 211001

AWARD

1. By order No. L-41011/39/2016 - IR(B-I) dated: 14.09.2018 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute to this CGIT-cum-Labour Court, Lucknow for adjudication

2. The reference under adjudication is:

“WHETHER SHRI S.N. SRIVASTAVA, THE DISPUTANT, WHO WAS WORKING AS SR. SECTION ENGINEER IN CENTRAL ORGANIZATION FOR RAILWAY ELECTRIFICATION AT THE TIME OF HIS RETIREMENT, IS WORKMAN AS DEFINED UNDER THE ID ACT? IF YES, WHETHER THE ACTION OF THE MANAGEMENT OF CENTRAL ORGANIZATION FOR RAILWAY ELECTRIFICATION, NO TO PAY HIM P.L.B. FOR THE PERIOD OF 2013-14, 2014-15 & 2015-16 AND REIMBURSEMENT OF SCHOOL FEES FOR YEAR 2014-15 AND CORRECT PAY FOR THE PERIOD OF 10.10.2014 TO SEPT, 2015 IS JUSTIFIED AND LEGAL? IF NOT, WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. The order of reference was endorsed to Sh. S. N. Srivastava, General Secretary, Rail Sewak Sangh, J-422, Indralok Colony, Kanpur Road, Lucknow with direction to the party raising the dispute to file the statement of claim along with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forward a copy of such a statement to each one of the opposite parties involved in this dispute under rule 10 (B) of the Industrial Disputes (Central), Rules, 1957.

4. The order of reference was registered in the Tribunal on 16.08.2019 and the office was directed to issue registered notice to the workman's union for filing the statement of claim with list of reliance & list of witnesses on 21.10.2019. On the date fixed i.e. 21.10.2019 none turned up on behalf of the union; however, the envelope containing notice to the workman's union had been received back in the office unserved with remark 'not known/lene se mana kiya', therefore, the service of notice was sufficiently presumed. Management also did not turn up nor the notice issued to the management was received back in the office unserved. Further dates were being fixed in the interest of justice for filing of statement of claim. The workman union remained absent on 01.09.2020, 09.12.2020, 03.02.2021, 13.04.2021, 01.09.2021, 16.11.2021, 10.02.2022 and 18.02.2022. The union neither turned up on any of the aforementioned dates nor moved any application or adjournment seeking time to file the statement of claim. More than two years' time has passed and the workman's union has failed to file its statement of claim, therefore, the case was reserved for award keeping in view the reluctance of the workman's union to contest the case. It is doubtful if the Senior Section Engineer, Railway electrification falls within the definition of workman.

5. In the above circumstances, it appears that the workman's union does not want to pursue its claim on the basis of which it has raised the present industrial dispute; therefore, the present reference order is decided as if there is no grievance left with the workman's union. Resultantly no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.

6. Award as above.

7. Let two copies of this award be sent to the Ministry for publication.

LUCKNOW.

07th July, 2022.

SOMA SHEKHAR JENA, Presiding Officer